

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

नई विल्ली, शनिवार, फरवरी 4, 1967/माध 15, 1888

No. 51

NEW DELHI, SATURDAY, FEBRUARY 4, 1967/MAGHA 15, 1888

इस भाग में भिन्न पुष्ठ संख्या वी जाती है जिससे कि यह ग्रलग संकलन ये उप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

नीटर

NOTICE

निर्ि श्रिखे भारत के असाधारण राजपत्र 24 जनवरी, 1967 तक प्रकाशित किए गये।

The undermentioned Gazettes of India Extraordinary were published up to the 24th January, 1967 :—

Issu No.	No. and Date	Issued by	Subject
24	S.O. 145, duted 11th Janu- ary, 1967.	Ministry of Information & Broadcasting.	Approval of the films as specified therein.
25	S.O. 146, dated 11th Janu- Lary, 1967.	Ministry of Home Affairs.	The Governor of the States of Punjab and Haryana (Allocation of Emoluments and Allowances) Order, 1967.
36	S. O. 147, dated 11th Janu- ary, 1967.	Election Commission, India.	Amendments in the Delimitation Commission's Order No. 5 dated 2nd June, 1966, relating to the State of Bihar.
27	8.O. 148, dated 11th January, 1967.	Ministry of Commerce.	Further amendment to the Exports (Control) Order, 1962.
28	S. O. 149, dated 11th January, 1967.	Election Commission, India.	Designating certain district officers as the district Election Officers in the State of West Bengal.

Issue No.	No. a⊓d Date	Issued by	Subject
29	S.O. 150, dated 11 January, 1967.	th Election Commission, India.	Nominating certain officers as the District Election Officers in the State of Uttar Pradesh.
30	S.O. 151, dated 11 January, 1967.	th Do.	Appointment of Returning Officers and Assistant Returning Officers in respect of each of the Parlia- mentary Constituncies in the State of Uttar Pradesh.
31	S. O. 152, dated 12th Jan ary, 1967.	uu- Do,	Designating, in respect of every parliamentary Constituency in the State of Uttar Pradesh, all the Returning Officers and the Assistant Returning Officers for all the Assembly Constituencies comprised within that parliamentary Constituency, as Officers to assist the Returning Officer of that parliamentary Constituency.
32	S. O. 153, dated 13th Jan ary, 1967.	u- Ministry of Labour, Employment and Rehabilitation,	Refering, an industrial disput d existing between the employer in relation to the Bembay Por Trust, Bombay and their work men, for adjudication to the Industrial Tribunal, Bom- bay.
	S.O. 154, dated 13th January, 1967.	a- Do.	Prohibiting the continuance of a strike by the workmen of the Bombay Port Trust, Bombay.
33	S.O. 155, dated 13th Jan Lary, 1967.	ou- Ministry of Law.	Calling upon all parlismentary Constituencies to elect members for a New House of the People.
	S. Os. 156 to 181, dated 13 January, 1967.	th Election Commission, India.	The President called upon all the parliamentary Constituencies in the different states and Union Territories to elect members to the House of the People.
	S.Os. 182 to 207, dated 13t January, 1967.	th Do.	Fixing the hours of the above elections. (S.Os. 156 to 181)
34	S. O. 208, dated 14th January, 1967.	a- Ministry of Iron and Steel.	Exempting the categories of steel specified in the Schedule therein from certain provisions of the Iron and Steel (Control) Order 1956.
35	S. O. 209, dated 14th January, 1967.	- Election Commission, Indis.	Amendments in notification No 434/My/66, dated 29th December, 1966.
	S. O. 210, dated 14th January, 1967.	Do.	Corrigendum to notification No 434/My/66, dated 29th December, 1966.
36	S. O. 211, dated 14th Janu- ary, 1967.	. Do,	Further amendments in notifica- tion No. 434/DL/66(1), dated 5th January, 1967.

Issue No.	No. and Date	Issued by	Subject
37	S. O. 212, dated 16th January, 1967.	Ministry of Law	Calling upon all Parliamentary Constituencies in the State of Kerala to elect members for a new House of the People.
38	S. O. 213, dated 16th Janua- ary, 1967.	Election Commission, India.	Appointing dates for the above election (S. O. 212).
	S.O. 214, dated 16th January, 1967.	Do.	Fixing the hours for the above election (S.O. 212).
39	S.O. 283, dated 16th January, 1967.	Do.	Direction that the method of voting by ballot shall be followed at all the polling stations provided for the election to the House of the People from the Nagaland Par- liamentary Constituency.
40	S.O.284, dated 16th January, 1967.	D ₀ .	Corrections in the Dellmitation Commission's Order No. 19, dated 21st November, 1966, relating to the Union Territory of Himachal Pradesh.
41	S. O. 285, dated 17th January, 1967.	Do.	Amendment in notification No. 434/UP/67, dated 11th January, 1967.
4 2	S. O. 286, dated 19th January, 1967.	Do.	Corrections in the Delimitation Commission's Order No. 9, dated 16th September, 1965, relating to the State of Madras.
43	S. O. 287, dated 19th January, 1967.	Do.	Corrigendum to notification No 508/WB/66, dated 6th January 1967.
44	S. O. 288, dated 20th January, 1967.	Ministry of Commerce.	Further amendment to the Export (Control) Order, 1962.
45	S. O. 289, dated 20th January, 1967.	Ministry of Finance.	Specifying the 31st day of 1966 as the later date for the purposes of the period to in the clauset herein.
46	S.O.290, dated 21st Janu- ary, 1967.	Ministry of Labour, Employment & Re- habilitation.	Award of the Industrial Tribunal, Jabalpur.
47	S. O. 291, dated 21st January, 1967.	Ministry of Commerce,	Regarding Essential Correctities (Regulation of Production and Distribution for purposes of export) Order 1966.
48	S. O. 292, dated 23rd January, 1967.	Ministry of Pood, Agriculture, Commu- nity Development and Co-operation,	
49	S. O. 346, dated 24th January, 1967.	Ministry of Commerce.	Amendment to notification No. 1272, dated 25th March, 1966.

Issue No.	No. and Date	Issued by	Subject			
50	S. O. 347, dated 24th Janu- ary, 1967.	Ministry of Information and Broadcasting.	Approval of the filmns as specified therein.			
51	S. O. 348, dated 24th January, 1967.	Election Commission, India,	Amendment in notification No 508/AS/66, dated 1st January 1967.			

जगर लिखे असाधारण राजपद्योकी प्रतियां प्रकाशन प्रबन्धक, सिनिल लाइन्स, दिस्ली के नाम मांगपत्र भेजने पर भेज दी जाएंगी। मांगपत्र प्रवन्धक के पास इन राजपत्रों के जारी होने की नारीख से 10 दिन के भीतर पहुंच जाने चाहिएं।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications. Civil Lines, Delhi Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

Mar II_squa 8_grapqua (ii)

PART II-Section 3-Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के संवासयों और (संब क्षेत्र प्रशासन को ब्रोड़का) से केन्द्रीय माधिकरणों द्वारा जली किए गए विधिक आवेश और अधिस्वासणे।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

ELECTION COMMISSION, INDIA

New Delhi, the 14th January 1967

8.0. 362.—In exercise of the powers conferred by sub-section (1) of section 22 of the Representation of the People Act, 1951, the Election Commission directs that the following amendments shall be made in its notification No. 434/BR/66, dated the 17th August, 1966, published in the Extraordinary issue of the Gazette of India, Part II, Section 3(II), dated the 19th August, 1966, namely:—

In column 3 of the Table appended to the said notification,

- (i) In item 13 for entry "(3) District Development Officer, Darbhanga", the entry "(3) Senior Additional District Magistrate, Darbhanga" shall be susbtituted;
- (ii) In item 14 for the entry "(2) District Development Officer, Darbhanga", the entry "(2) Senior Additional District Magistrate, Darbhanga" shall be substituted;
- (iii) In item 15 for the entry "(2) District Development Officer, Darbhanga", the entry "(2) Senior Additional District Magistrate, Darbhanga" shall be substituted;
- (iv) In item 16 for the entry "(3) District Development Officer, Darbhanga", the entry "(3) Senior Additional District Magistrate, Darbhanga" shall be substituted;
- (v) In item 17 for the entry "(2) District Development Officer, Darbhanga", the entry "(2) Senior Additional District Magistrate, Darbhanga" shall be substituted.

[No. 434/BR/66.]

New Delhi, the 25th January 1967

8.0. 363.—In exercise of the powers conferred by sub-section (1) of section 22 of the Representation of the People Act, 1951, the Election Commission hereby appoints, in respect of every assembly and parliamentary constituency in the State of Gujarat as determined by the De'imitation Commission in its Order No. 6, dated the 26th March, 1966, the Deputy District Election Officer of the district in which the v-hole or any part of that constituency lies, as the officer to assist the Returning Officer of that constituency in the performance of his duties.

[No. 434/GJ/66(2).]

By Order,

K. S. RAJAGOPALAN, Secy.

New Delhi, the 17th January 1967

S.O. 364.—In exercise of the powers conferred by sub-section (1) of section 22 of the Representation of the People Act, 1951, the Election Commission hereby directs that the following amendments be made in its notification No. 434/MT/66(2) dated the 14th December, 1966, namely,—

In column 3 of the Table appended to the said notification-

- (i) against item 35, the entry "(5) Special Deputy Collector (Land Ceilings) for B.M.S.S. Ltd., Malshiras" shall be added and
- (ii) against item 40, for the entry "Special Deputy Collector (Land Ceilings) for S.M.S.F. and C.A.P. Ltd., Malshiras", the entry "Special Deputy Collector (Land Ceilings) for B.M.S.S. Ltd., Malshiras" shall be substituted.

[No. 434/MT/66(6).]

New Delhi, the 27th January 1967

8.0. 365.—In exercise of the powers conferred by sub-section (1) of section 22 of the Representation of the People Act, 1951, the Election Commission hereby directs that the following amendment shall be made in its notification No. 434/MT/66(2) dated the 14th December, 1966, namely,—

In column 3 of the table against item 32-Bhir, the entry "5-Deputy Collector, Ambajogai" shall be deleted.

[No. 434/MT/66(9).]

New Delhi, the 28th January 1967

S.O. 366.—In pursuance of the provisions contained in sub-section (1) of section 13AA of the Representation of the People Act, 1950, the Election Commission, in consultation with the State Government, hereby designates the Deputy Commissioner of each district in the State of Nagaland as the District Election Officer for that district.

[No. 508/NL/66]

By order,

PRAKASH NARAIN, Secy.

MINISTRY OF LAW

(Department of Company Affairs)

New Delhi, the 16th January 1967

THE PUNJAB REORGANISATION (REMOVAL OF DIFFICULTIES)
ORDER NO. 3 OF 1967

- S.O. 367.—In exercise of the powers conferred by section 96 of the Punjab Reorganisation Act, 1966 (31 of 1966), the President hereby makes the following Order, namely:—
- 1. (1) This Order may be called the Punjab Reorganisation (Removal of Difficulties) Order No. 3 of 1967.
 - (2) It shall come into force at once.
- 2. Where the registered Office of a company is situate on the 1st November 1966, in any part of the territories which by virtue of sub-section (1) of section 3 or section 4 or sub-section (1) of section 5 of the Punjab Reorganisation Act, 1966, stands transferred from the State of Punjab to the new State of Haryana or to the new Union territory of Chandigarh or to the Union territory of Himachal Pradesh, as the case may be, and where the memorandum of a association of that company shows Punjab as the State in which its registered office is situate, then notwithstanding anything contained in the Companies Act, 1956 (1 of 1956), the said memorandum shall, as from the 1st November, 1966, be deemed to have been altered by the substitution therein of the name of the State of Haryana, the Union territory of Chandigarh or the Union territory of Himachal Pradesh, as the case may be, and accordingly, the Registrar of Companies of the State of Punjab or Haryana or of the Union territory of Chandigarh or Himachal Pradesh shall make necessary alterations in the memorandum of association of the said company.

The 16th January, 1967.

(Sd.) S. RADHAKRISHNAN, President.

[No. F. 2/34/66-CL.V.]

S. K. DATTA, Secy.

CABINET SECRETARIAT

(Department of Statistics)

New Delhi, the 21st January 1967

S.O. 368.—In pursuance of sub-rule (2) of rule 9, clause (b) of sub-rule (2) of rule 12, and sub-rule (1) of rule 24, read with rule 34, of the Central Civil Services (Classification, Control and Appeal) Rules. 1965, the President hereby makes the following further amendments in the notification of the Government of India in the Cabinet Secretariat No. S.R.O. 633 dated the 28th February, 1957. namely:—

In the Schedule to the said notification:

- (i) in "Part I—General Central Service, Class II", under the heading Directorate of National Sample Survey", against the entry "All gazetted posts" in column 1, in the entries in columns 2 and 3, for the words "Director, Central Statistical Organisation and ex-officio Joint Secretary in the Department of Statistics" the words "Secretary, Department of Statistics" shall be substituted; and
- (ii) in "Part II-General Central Service, Class III", under the heading "Directorate of National Sample Survey", in co'umn 5, for the entry "Director. Central Statistical Organisation and ex-officio Joint Secretary in the Department of Statistics" the entry "Secretary, Department of Statistics" shall be substituted.

[No. F. 18/6/66-EstLII.]

S. P. JAIN, Dy. Secy.

MINISTRY OF FINANCE

(Department of Expenditure)

New Delhi, the 24th January 1967

- **8.0.** 369.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution, the President after consultation with the Comptroller and Auditor General of India in relation to persons serving in the Indian Audit and Accounts Department hereby makes the following amendment in the Civil Pensions (Commutation) Rules:
 - These rules may be called the Civil Pensions (Commutation) Amendment Rules. 1967.
 - In the Civil Pensions (Commutation) Rules, in Part I of Form 'A' letters "nP" occuring first in the opening paragraph and the words "or of rupees and multiple of five naya paise" occuring in the foot-note shall be omitted.

[No. F. 2(1)-E.V/67.]

C. K. SUBRAMANIAN, Under Secy.

(Department of Economic Affairs)

New Delhi, the 24th January 1967

8.0. 370.—In pursuance of clause (a) of Sub-Section (1) of Section 10 of the Industrial Finance Corporation Act, 1948 (15 of 1948), the Central Government hereby appoints Shri S S. Shiralkar, Additional Secretary to the Government of India, Ministry of Finance. Department of Economic Affairs, New Delhi, to hold charge of the office of Chairman, Industrial Finance Corporation of India, in addition to his present duties with effect from the after-noon of the 23rd January. 1967 vice Shri A. Baksi, until further orders.

[No. F.2(6)-Corp/67.]

M. K. VENKATACHALAM,
Director (Investments).

(Department of Economic Affairs)

New Delhi, the 27th January 1967

S.O. 371 - State nent of the Affairs of the Reserve Bank of India as on the 20th January, 1967,

RANKING DEPARTMENT

Liametties	Rs	Assets	Rs.
Control Production			
Capital Paid up	5,00,00,000	Notes	24,56,83,000
		Ruper Coin	4,77,000
Reserve Fund	80,00,00,000	Small Coin	3,18,000
Na ional Agricultural Credit (Long Term Operations) Fund	115,00,00,000	Bitls Purchased and Discounted:— (a) Internal	
		(b) External	
National Agricultural Credit		(c) Government Treasury Bills	250,85,30,000
(Stabilisation) Fund	16,00,00,000	Balances Held Abroad*	16,42,10,000
lational Industrial Credit (Long Term Operations) Fund	20,00,00,00 0	Investments**	175,68,59,000
		Loans and Advances to -	
		(i) Central Government	••
		(II) State Governments @	75,41,89,000

Deposits :		Logge and Advances to 1-
		(I) Scheduled Commercial Banks 14:67:75,000
a) Government—		(ii) State Co-operative Banks†† 173,28,51,000
`		(iii) Others
(i) Central Government	52,48,56,000	Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund
(#) State Government.	15,41,28,000	(a) Loans and Advances to :
		(i) State Governments
		(ii) State Co-operative Banks 13,00,96.000
		(iii) Central Land Mortgage Banks
(b) Banki—		(b) Investment in Oentral Land Mortgage Bank Debentures 7,11,93,000
(i) Scheduled Commercial Banks	115,83.55,000	Loans and Advances from National Agricultural Credit (Stabilisation) Fund—
(#) Scheduled State Co-operative Banks	4,06,73,000	Loans and Advances to State Co-operative Banks 3,69,98,000
(iii) Non-Scheduled State Co-operative Banks	57,41,000	
(iv) Other Bases	3,20,000	Loans, Advances and Investments from National Ladustrial Credit (Long Term Operations) Fund—
(c) Others	274,87,05,000	(a) Loans and Advances to the Development Bank . 4,93,89,000
	·	(b) Investment in bonds/debentures issued by the
Bills Payable	33,76,29,000	Development Bank
Other Liabilities	88,70,72,000	Other Assets 31,08,67,000
Rupecs .	821,74,79,020	Rupees . 821,74,79,000

^{*}Includes Cash and Short-term Securities.

^{**}Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations; Fund.

[@] Bacinding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

[†]Includes Rs. 4.95,00,000 advanced to Scheduled Commercial Banks against usance bills under section 17(4)(c) of the R. B. J. Acc.

^{††}Excluding Loans and Advances from the National Agricultural Credit (Cong Term Operations) Fund and the National Agricultural Credit (Stabile sation) Fund.

An account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 20th day of January, 1967 ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	Aggets	Ra	15.4.
N. A. I. I. S. A. Barbira, Daniel			Gold Coin and Bullion :		~-
Notes held in the Banking Depart- ment Notes in Circulation	24.56,83,000 2946,20,79,000		(a) Held in India (b) Held outside India	115.89,25,000	
Total Notes issued		2970,77,62,000	Foreign Securities	. 186,42,01,000	
			Total .		302, 31,2 6
			Rupee Coin		83,54,77
			Government of India Rupee Securities		2584,91,59
			Internal Bills of Exchange and other commercial paper		
TOTAL LIABILITIES		2970,77,62,000	TOTAL ASSETS		2970,77,6

Dated the 25th day of January 1967.

P. C. BHATTACHARYYA, Governor.

11. V. SWAMINATHAN, Under Secy.

(Department of Revenue and Insurance)

INCOME-TAX

New Delhi, the 11th January 1967

S.O. 372.—In exercise of the powers conferred by sub-section (6) of Section 68 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies Shri Majurakali Amman Temple (Siruvachur) Perambular Taluk Tiruchirapalli Distt. Madras, to be of historic, archaeological and artistic importance for the purpose of the sald section.

[No. 2/F, No. 16/72/65-IT(AI).]

J. C. KALRA, Dy. Secy.

(Department of Revenue and Insurance)

CUSTOMS

New Delhi, the 4th February 1967

S.O. 373.—In exercise of the powers conferred by sub-section (1) of section 25 of the Customs Act, 1962 (52 of 1962), the Central Government, being satisfied that it is necessary in the public interest so to do, hereby exempts matches, when produced in Nepal and imported into India, from the additional duty leviable thereon under section 2A of the Indian Tariff Act, 1934 (32 of 1934):

Provided that-

- (a) the matches are packed in boxes with 50 sticks in each box;
- (b) a banderol supplied by the Government of India is affixed to each box in the manner prescribed in rule 68 of the Central Excise Rules, 1942, and
- (c) the matches are imported from Nepal into India only through such Indian border checkposts as may be specified for each manufacturer by the Central Board of Excise and Customs.

[No. 5/80/191/66-L.C.I.]

G. P. DURAIRAJ, Dy. Secy

MINISTRY OF COMMERCE

New Delhi, the 23rd January 1967

- 8.0. 374.—In exercise of the powers conferred by Section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following Order further to amend the Textiles (Production by Knitting Embroidery, Lace-making and Printing Machines) Control Order, 1963, namely:—
- 1. This Order may be called the Textiles (Production by Knitting, Embroidery, Lace-making and Printing Machines) Control (Amendment) Order, 1967.
- 2. In the Textiles (Production by Knitting, Embroidery, Lace-making and Printing Machines) Control Order, 1963, for sub-clause (3) of the clause 3 the following sub-clause shall be substituted, namely:—
 - "(3) Where any such person applies for the grant of a permit after the expiry of the time limit specified in sub-clause (1), the Textile Commissioner, if he is satisfied that such person had sufficient cause for the delay in making the application, may, after making such enquiries as he deems proper and on payment by the applicant of a fee of Rs. 100 (one hundred) for each such machine, grant to the applicant a permit in Form 'B' or as near thereto".

[No. F. 6(5)/65-Tex(H).]

K. SRINIVASAN, Dy. Becy.

(Office of the Jt. Chief Controller of Imports & Exports) (Central Licensing Area)

ORDER

New Delhi, the 5th March 1967

8.0. 375.--Whereas M/s. Rabindra Industries. Industrial Area, Panipat or any bank or any other person have not come forward furnishing sufficient cause against Notice No. DCC.I.I(CLA)/155/62/8168 dated the 8th February, 1963 proposing to cancel licence No. A 664570/61 dated 20th March 1962 for Rs. 5,000/- for import of Acrylic Plastic Moulding Powder granted to said M/s. Rabindra Industries, Industrial Area, Panipat by the Dy. Chief Controller of Imports & Exports (Central Licensing Area) Janpath Barracks 'B' New Delhi, Govt, of India in the Ministry of Commerce in exercise of the powers conferred by the Clause 9 of the Import (Control) Order 1955, hereby cancel the said licence as mentioned above issued to M/s. Rabindra Industries, Industrial Area, Panipat.

[No. JCC.I/I(CLA)/155/62/5116.1

M/s. Rabindra Industries. Industrial Area. Panipat (Punjab).

S. K. SEN.

Jt. Chief Controller.

ORDER

New Delhi, the 23rd January 1967

S.O. 376.—In exercise of the powers conferred on me by Notification No. S.O. 1029, dated the 28th March, 1966. I hereby direct that the Producer, specified in column I of the table below of the goods as specified in Column 2 thereagainst shall sell 16.760 tonnes of the goods in his possession to the persons specified in the corresponding entry in column 3 of the said table for purposes of manufacture for export, at the price indicated thereageinst in column 4 subject to the conditions enumerated in column 5 of the said table.

Name of the firm (producer)	Specification of goods			Conditions		
ı	2	3	4	5		
Joint Plant Committee, 18, Rabindra Sarani, Calcutta.	M. S.Cold Rolled Sheets of 16 G.	Navin Industries 18, Linghi Chetty Street, Madars-I,	Normal Controlled price at the time of delivery.	• 1		

[No. 31/26/66-EP/Engg.] By Order etc.

A. C. BANERJEE, Director.

Essential Commodities (Regulation of Production and Distribution for purposes of export) Order, 1966.

ORDER

IMPORT TRADE CONTROL

New Delhi, the 27th January 1967

- S.O. 377.—In exercise of the powers conferred by section 3 of the Imports and Exports (Control) Act, 1947 (18 of 1947), the Central Government hereby makes the following Order further to amend the Imports (Control) Order, 1955, namely:-
- 1. This Order may be called the Imports (Control) First Amendment Order, 1967.

- 2. In the Imports (Control) Order, 1955
- (1) in clause 10C,-
 - (a) in sub-clause (1), for the words "and at such price," the words "at such price and in such manner," shall be substituted;
 - (b) After sub-clause (2), the following sub-clause shall be inserted, namely:—
 - "(2A). Where goods are imported through the State Trading Corporation of India, the Minerals and Metals Trading Corporation of India or other similar institutions or agencies owned or controlled by the Government, or any other recognised agency, and such goods are allotted to any person, an opportunity of being heard in the matter shall be given to such person also."
- (2) after clause 10D, the following clause shall be inserted, namely:-
 - "10E. Powers of Iron and Steel Controller and Deputy Iron and Steel Controller.—The powers exercisable under clauses 8, 8A or 10C shall also be exercisable by the Iron and Steel Controller or the Deputy Iron and Steel Controller, against a licensee or importer or any other person in relation to goods licenseable by such officers, that is to say, iron and steel and ferro-alloy."

[No. 1/67.]

P. D. KASBEKAR,

Chief Controller of Imports & Exports

MINISTRY OF FOOD, AGRICULTURE, COMMUNITY DEVELOPMENT AND COOPERATION

(Department of Food)

New Delhi, the 23rd Junuary 1967

S.O. 378.—In pursuance of sub-rule (2) of rule 9, clause (b) of sub-rule (2) of rule 12 and sub-rule (1) of rule 24, read with rule 34, of the Central Civil Bervices (Classification, Control and Appeal) Rules, 1965, the President hereby makes the following further amendments in the notification of the Government of India in the Ministry of Food and Agriculture (Department of Food) No. G.S.R. 68, dated the 21st February, 1958, namely:—

In the Schedule to the said notification-

(1) in Part I, General Central Service, Class III for the heading 'Office of the Regional Director (Food), Bombay/Calcutta/Madras/New Delhi including Units thereunder' and the entries thereunder in columns 1 to 5, the following headings and entries shall respectively be substituted, namely:—

(τ)	(2)	(3)	(4)	(5)
				_
14				

"Office of the Regional Director (Food), Bombay! Calcutta! Madras including Units thereunder.

All posts

(i) Headquarters Of-Regional Di-Regional Director General of fices including Dock rector (Food). ctor (Food)

and Port Operations
Office.

(ii) Other Units Regional Di-Regional Director (Food)

(iii) Other Units Regional Di-Regional Director (Food)

(iv) Director General of Food

Director General of Food

Director General of Food

Director General of Food

(ii) Other Units Regional Di-Regional Director (Sub-Regional and rector (Food). Tonal Offices/Deputy Director (i) to Regional pots). (iv) Director (Food)

Regional Director (Food)

MINISTRY OF HEALTH AND FAMILY PLANNING

New Delhi, the 21st January 1967

5.0. 379.—Whereas Shri K. J. Divetia, B.Sc., M.S. (California), C/o, Sarabhai-Chemicals, Wadi Wadi, Baroda, has been elected by the Gujarat State Pharmacy Council under clause (g) of section 3 of the Pharmacy Act, 1948 (8 of 1948), to be a member of the Pharmacy Council of India, with effect from the 29th September, 1966;

Now therefore, in pursuance of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Government of India in the late Ministry of Health No. F.7-23/59-D, dated the 21st December, 1959, namely;

In the said notification, under the heading "V. Elected by the State Pharmacy Councils under clause (g)." after S. No. 12 and the entry relating thereto, the following S. No. and entry shall be inserted, namely:—

"13. Shri K. J. Divetia, B.Sc., M.S. (California), C/o. Sarabhai Chemicals, Wadi Wadi, Baroda."

[No. F. 6-26/64-MPT.]

8.0. 380.—Whereas the Utkal University. Bhubaneswar, has, in pursuance of the provisions of clause (b) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956), elected Dr. M. C. Misra, M.B.B.S., D.O., M.S. (London), Professor of Ophthalmology-cum-Superintendent S.C.B: Medical College, Cuttack to be a member of the Medical Council of India with effect from the 30th June, 1966 vice Dr. R. G. Panigrahi resigned;

And, whereas the Central Government have, in pursuance of the provisions of clause (e) of sub-section (1) of section 3 of the said Act, nominated Lt. Genl. A. K. Dev. B.M. (Cal), MRCS (Eng), LRCP (London), F.R.C.S. (Edin), M.R.C.O.G., Director General, Armed Forces Medical Services New Delhi, to be a member of the Medical Council of India, with effect from the 1st November, 1966 vice Lt. Genl. T. R. Pahwa resigned;

Now, therefore, in pursuance of the provisions of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendments in the notification of the Government of India in the Ministry of Health No. F.5-13/59-MI, dated the 9th January, 1960, namely:—

In the said notification-

- (i) under the heading "Elected under clause (b) of sub-section (1) of section 3", against serial No. 10 the following entry shall be inserted. namely:—
 - "Dr. M. C. Misra, M.B.B.S., D.O., M.S. (London), Professor of Ophthal-mology-cum-Superintendent, S.C.B. Medical College, Cuttack."
- (ii) under the heading "Nominated under clause (e) of sub-section (1) of section 3", for the cntry against serial No. 2, the following entry shall be substituted, namely:—
 - "Lt. Genl. A. K. Dev. M.B. (Cal), M.R.C.S. (Eng), L.R.C.P. (Load), F.R.C.S. (Edn), M.R.C.O.G., Director General, Armed Forces Medical Services, New Delhi."

[No. F.4-5/66-MPT.]

8.0. 381.—Whereas in pursuance of the provisions of clause (a) of section 3 of the Dentists Act, 1948 (16 of 1948), Dr. Jacob Hyson, B.D.S., M.D.S., Associate Professor, Dental College, Trivandrum and Dr. Srikanta Prustv. B.D.S. (Calcutta), Mani Sahu Chowk, Cuttack-1, have been elected from the States of Kerala and Orissa to be members of the Dental Council of India with effect from the 13th August, 1966 and the 8th October, 1966, respectively.

And Whereas, in pursuance of the provisions of clause (b) of section 3 of the said Act, Dr. Y. B. Mangrulkar, M.B.B.S., D.P.H. DTM. Park Corner, Dhantoli Nagpur-1, has been elected by the Medical Council of India to be a member of the Dental Council of India, with effect from the 29th October, 1966, vice Dr. S. P. Srivastava who has ceased to be a member under sub-section (3) of section 6 of the Act:

Now, therefore, in pursuance of the provisions of section 3 of the said Act, the Central Government hereby makes the following further amendments in the notification of the Government of India in the late Ministry of Health No. 3-2/62-MII. dated the 17th October, 1962, namely:—

In the said notification (i) under the heading "Elected under clause (a) of section 3", after serial No. 12 and the entry relating thereto, the following serial numbers and entries shall be inserted, namely:—

- "13. Dr. Jacob Hyson, B.D.S., M.D.S., Associate Professor, Dental College.
 Trivandrum.
- 14. Dr. Srikanta Prusty, B.D.S., (Calcutta) Mani Sahu Chowk, Cuttack-1."

 (ii) under the heading "Elected under clause (b) of section 3", for the entry against serial No. 1, the following entry shall be substituted, namely:—
 - "Dr. Y. B. Mangrulkar, M.B.B.S., D.P.H., D.T.M., Part Corner, Chantolie, Nagpur-1."

[No. F.3-2/65-MPTA]

New Delhi, the 23rd January 1967

S.O. 382.—In exercise of the powers conferred by sub-sections (2) and (3) of section 12 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following amendments in the Second Schedule to the said Act, namely:—

In the said Schedule, in the entries relating to the United Kingdom, after the entry relating to the Royal College of Physicians and Surgeons of Glasgow, the following entries shall be inserted, namely:—

"University of
New Castle-Upon-Tyne . M.B., Ch.B Bachelor of Medicine & Bachelor of Surgery.

M.D. Doctor of Medicine.

Ch. M. Master of Surgery.

[No. F.18-35/65-MPT.]

New Delhi, the 27th January 1967

8.0. 383.—In exercise of the powers conferred by sub-section (2) of section 11 of the Indian Medical Council Act, 1056 (102 of 1956), the Central Government after consulting the Medical Council of India, hereby makes the following amendments in the First Schedule to the said Act, namely:—

In the said Schedule-

1. in the entries relating to the University of Calcutta, after the entry "Diploma in Tuberculosis Diseases ...T.D.D., Cal.", the following entries shall be inserted.

namely:—

"Diploma in Medical Radiology & Electrology D M.R.E., Cal. Diploma in Basic Medical Sciences Dip. B.M.Sc. (Ana.), Cal. (Anatomy) Diploma in Basic Medical Sciences Dip. B.M.Sc. (Phy), Cal. (Physiology) Diploma in Basic Medical Sciences Dip. B.M.Sc. (Pharm), Cal. (Pharmacology) Diploma in Basic Medical Sciences Dip, B.M.Sc, (Path.), Cal. (Pathology) Dip. Card., Cal. Diploma in Cardiology Diploma in Psychological Medicine D.P.M., Cal. Diploma in Child Health D.C.H., Cal. D.I.H., Cal." Diploma in Industrial Health

2. in the entries relating to the University of Lucknow, after the entry "Doctor of Medicine (Tuberculosis)... M.D. (Tuberculosis), Lucknow", the following entries shall be inserted, namely:—

"Doctor of Medicine (Social and Pre- M.D. (Social and Preventive Mediventive Medicine) cine), Lucknow.

Diploma in Public Health
D.P.H., Lucknow
Diploma in Anaestheslology
Diploma in Child Health
D.C.H., Lucknow";

3. in the entries relating to the University of Patna, after the entry "Master of Surgery...M.S., Patna", the following entries shall be inserted, namely:—

"Doctor of Medicine (Pharmacology & M.D. (Pharma and Patna Patna M.S. (Ophth), Patna M.D. (Physiology)

Moster of Medicine (Physiology)

M.D. (Pharma and Therapeutics), Patna M.S. (Ophth), Patna

<u>-</u> -	
Master of Surgery (Orthopaedics)	M.S. (Orth.), Patna
Master of Surgery (Plastic Surgery)	M.S. (Plastic Surgery), Patna
Doctor of Medicine (Pathology)	M.S. (Path.), Patna
Master of Surgery (Oto-rhino- Laryngology)	M.S. (Oto-rhino-Laryngology), Patna.
Doctor of Medicine (Medicine)	M.D. (Medicine), Patna
Master of Surgery (Obstetrics and Gynaecology)	M.S. (Obst. & Gyn.), Patna
Doctor of Medicine (Paediatrics)	M.D. (Paediatrics), Patna
Doctor of Medicine (Dermatology)	M.D. (Dermatology), Patna
Doctor of Medicine (Radiology)	M.D. (Radiology), Patna
Master of Surgery (Surgery)	M.S. (Surgery), Patna";

4, in the entries relating to the University of Gauhati, after the entry "Bachelor of medicine and Bachelor of Surgery.....M.B.B.S., Gauhati", the following entries shall be inserted, namely:—

"Master of Surgery (General Surgery) M.S. (General Surgery), Gauhati
Master of Surgery (Ophthalmology) M.S. (Ophthalmology), Gauhati
Diploma i Ophthalmology D.O. Gauhati",

5. in the entries relating to the University of Guiarat, after the entry "Doctor of Medicine (Paedlatrics)... M.D. (Paedl.), Gujarat", the following entries shall be inserted, namely:—

"Master of Science (Anatomy) M.Sc. (Anatomy), Gujarat
Master of Science (Physiology) M.Sc. (Physiology), Gujarat
Diplome in Tuberculosis Diseases T.D.D., Gujarat
Doctor of Medicine (Anaesthesia) M.D. (Anaesthesia), Gujarat
Master of Surgery (Orthopaedics) M.S. (Orthopaedics), Gujarat";

6. in the entries relating to the M.S. University of Baroda, after the entry "Diploms in Gynaecology & Obstetrics..... D.G.O., Baroda", the following entry shall be inserted, namely:—

"Master o' Surgery (Orthopaedics) M.S. (Orthopaedics), Baroda";

7. in the entries relating to the Jabalpur University after the entry "Bachelor of Medicine & Bachelor of Surgery M.B.B.S., Jabalpur", the following entry shall be inserted, namely—

"Master of Survery (Obstetrics and M.S. (Obstetrics & Gynaecology), Gynaecology)

8, in the entries relating to the University of Indore, after the entry "Diploma in Tuberculosis DiseasesT D.D., Indore", the following entries shall be inserted namely:—

"Doc'r" of Mcd(cine (Social and Pre- M.D. (Social & Preventive Medicine), ventive Mcdicine, Indore

Diploma in Clinical Pathology D.C.P., Indore";

9. after the entry relating to the Bangalore University, the following entries shall be inserted, namely:—

"Dibrugarh University

"Bachelor of Medicine and Bachelor of Surgery Master of Surgery (General Surgery) Master of Surcery (Ophthalmology)

Master of Surgery (Ophthalmology)
Diploma in Ophthalmology

M.B.B.S. Dibrugarh
M.S. (General Surgery), Dibrugarh
M.S. (Ophthalmology), Dibrugarh

D.O., Dibrugarh";

"Madural University

Bachelor of Medicine & Bachelor of Surgery

M.B.B.S., Madurai."

[No. F. 18-34/66-MPT.]

P. C. ARORA, Under Secy.

MINISTRY OF IRRIGATION AND POWER

New Delhi, the 27th January 1967

- S.O. 384.—In exercise of the power conferred by sub-rule (2) of Rule 133 of the Indian Electricity Rules, 1956, the Central Government hereby directs that the provisions of-

 - (i) Rule 118 (a), (ii) Rule 119 (1)(a),
 - (iii) Rule 118 (c),
- (iv) Rule 130, and (v) Rule 123 (7)

of the said Rules shall be relaxed in respect of the use of the following apparatus in conjunction with one 3.3 KV Russian Electric Executator, Model EKG-4.6 Serial No. 496;

- (1) One 400 amps, 3.3KV Oil circuit breaker made in U.S.S.R. Туре BM-6-T, Serial No. 258,
- (2) One 250 K.W., 3.3KV, U.S.S.R. make 3 phase, A.C. Motor, Serial No. 1333,
- (3) One 30KVA, 3.3KV/230 volts, 3 phase star/star transformer, neutral of 230 volts insulated, type TM-30/6-T, Serial No. 13951,
- (4) One length of 330 metres, 3.3KV grade pliable armoured trailing cable with 3 insulated phase cores and one bare earth core, phase cores being of 0.06 sq. inch cross-section receiving supply from one 200 amps C.T. Ratio 200/5 3.3KV oil circuit breaker, fitted with 60 amps over-current trip coils Reyrolle make Serial No. 2TSF-234

in Jainagar Quarry No. 1 at Bisrampur Colliery of M/s. National Goal Development Corporation Ltd., to the extent that (1) in relaxation of Rule 118(a), the portable motor driving Generator set in the Shovel may be used at 3.3KV, (2) in relation of Rule 119(1) (a), one 30 KVA, 3.3KV/230 volts 3 phase star/star transformer with its associated equipment using energy at high voltage may not be fixed apparatus as being installed on the portable shovel moving from place be fixed apparatus as being installed on the portable shovel moving from place to place, the same having a portable sense, (3) in relaxation of rule 118(c), the 127 volts system of supply intended for use for lighting purposes within the shovel from 30 KVA 3:3KV/230 volts 3 phase transformer, the transformer having the neutral of the secondary insulated and as such the voltage of the system being obtained between a phase and insulated neutral and not between phases as contemplated in rule 118(c), the 127 volts system of supply is specially considered and may be used, (4) in relaxation of rule 130, the neutral point of 30 KVA, 3.3KV/230 volts 3 phase transformer may remain insulated, and (5) in relaxation of rule 123(7), the flexible cable not exceeding 330 metres in length may be used with the portable machine and that the relaxation shall be subject to the following conditions: following conditions:

- (1) The 3:3 KV supply to the flexible cable should be provided with earth leakage protection.
- (2) The over-current trips of the circuit breaker controlling 3.3 KV supply to the flexible cable shall be in keeping with the rating of the 3.3 KV motor driving the generator set, installed in the portable machine,
- (3) The installation and wirings inside the shovel shall comply with the relevant provisions of the Indian Electricity Rules, 1956, in particular Rules 115-117, 121, 124 and 125.
- (4) The flexible trailing cable should be connected to the electric supply system and the machine by properly constructed connector boxes or totally enclosed safe attachments.
- (5) The Excavating Machine along with the flexible trailing cable shall be worked and handled with due care so as to avoid danger arising out of any electrical defect or in the use. The insulation resistance

of the high voltage circuit including the driving motor, shall at no time be less than 10 megohms.

(6) The operators of the shovel shall be trained and authorised for operating the shovel with competency and due care to avoid danger.

Provided that the aforesaid relaxation shall be valid for such time as the said machine is in use in the mine and due information shall be given to the Central Government through the Electrical Inspector of Mines as soon as the machine is taken out of the mine.

[No. EL-II-6(3)/65.]

S. NARAYANASWAMY, Under Secy.

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION

(Department of Labour and Employment)

New Delhi, the 17th January 1967
S.O. 385.—In pursuance of section 17 of the Industrial D

S.O. 385.—In pursuance of section 17 of the Industrial Disputes Act. 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal-Cum-Labour Court (Central) Jabalpur, in the industrial dispute between the employers in relation to the Jamul Cement Works (Lime Stone Quarry) Jamul, Durg (Madhya Pradesh) and their workmen which was received by the Central Government on the 7th January. 1967.

BEFORE THE INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT (CENTRAL) JABALPUR

Dated December 6, 1966

PRESENT:

Sri G. C. Agarwala, Presiding Officer.

Adjudication Case No. CGIT 17 of 1966 (Bombay Court)
Adjudication Case No. CIT-28 of 1966 (Jabalpur Court)

In the matter of an Industrial Dispute between the workmen and the employers of the concern known as M/s. Jamul Cement Works, Lime Stone Quarry (A.C.C.), Nandini Road, P.O. Jamul, District Durg (M.P.)

APPEARANCES:

For Employers.—Shri K. N. Prasad, Personnel Officer and Sri J. D. Jha, Advocate.

For Workmen.-None.

INDUSTRY: Cement.

DISTRICT: Durg.

AWARD

The following matter of dispute was referred to the Central Industrial Tribunal Bombay by an order No. 37/8/66-LR.I dated 1st April, 1966:

Matter of Dispute

Whether the management of Jamul Cement Works (Lime Stone Quarry)
Jamul, Durg (Madhya Pradesh) was justified in removing Shri Jhagroo
from service with effect from the 6th December, 1965? If not, to
what relief is the workman entitled?

The proceedings remained before the said Tribunal from 19th April 1966 till it was transferred to this Tribunal by an order of the Ministry of Labour dated 26th September 1966.

On receipt of the record usual notices were sent to parties for appearance and for preliminary hearing fixing 4th November 1966. The employers appeared through their Personnel Officer. Sri K. N. Prasad. The Union which sponsored the dispute namely, the General Secretary, Cement Labour Union, Camp-2 Bazar, Bhilai, District Drug, was duly served as would appear from the acknowledgement card received after service. In the absence of the workmen the proceedings had to be conducted ex parte. The employers were duly heard on the dispute.

From the pleadings of the parties filed in the case it is evident that from 6th December, 1965 the workman concerned Sri Jhagru, had himself struck work. According to the Union this was because he was asked to work as a Sweeper which he could not do. He had been doing other jobs as Mall and pcon etc. The employers on the other hand contended that Sri Jhagru had all along been a Sweeper since 1st January, 1965 and all of a sudden he changed his attitude and refused to work as sweeper. The employers had given various opportunities to the workman to resume duties and sent registered letters as also they put up a notice on the Notice Board. When he did not turn up they had no alternative but to presume that he was not interested in the employment. In the absence of the workman concerned the contention of the management remained uncontroverted. It is evident that neither the workman concerned nor the Union is at all interested in the dispute. That being so, the issue urfler reference must be answered in affirmative.

(Sd.) G. C. Agarwala,

Presiding Officer.

[No. 37/8/66-LR-I.]

New Delhi, the 23rd January 1967

S.O. 386.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Rajasthan, Jalpur in the industrial dispute between the employers in relation to Messrs. Bikaner Gypsums Limited, Bikaner and their workmen which was received by the Central Government on the 13th January, 1967.

CENTRAL, GOVERNMENT INDUSTRIAL TRIBUNAL, RAJASTHAN, JAIPUR

PRESENT

Shri J. S. Ranawat Judge

Case No. CIT-2 of 1966

Reference.—Ministry of Labour, Employment and Rehabilitation, Department of Labour and Employment, New Delhi, Order No. 25/1/66/LRI, dated 19th February, 1966.

In the matter of an Industrial Dispute

BETWEEN

Messrs. Bikaner Gypsums Limited, Bikaner

And

Their Workmen.
Appearances

For the Company-Dr. Anand Prakash.

For the Workmen-Shri H. K. Vyas and Shri B. M. Bagra

Date of Award-26th December, 1968

AWARD

This is a reference by the Central Government, dated 19th February, 1966 under Section 10 of the Industrial Disputes Act in connection with the following dispute between Messrs. Bikaner Gypsums Limited, Bikaner and their workmen:—

"What should be the quantum of increase with effect from 1st April. 1965 in the various existing slabs of the Dearness Allowance applicable to the workmen employed by Messrs. Bikaner Gypsums Limited, Bikaner, District Bikaner?"

During the pendency of the proceedings of the case the workmen made an application for grant of interim relief by way of increase in the dearness allowance and the company in view of the said claim unilaterally granted an increase of Rs. 7 p.m. to each workman in the dearness allowance with effect from 1st February, 1966. The prayer for interim relief was, therefore, not proceeded with any further.

The case of the workmen is that there has been a big fall in the value of rupee and the dearness allowance that was being paid to them by the company has, therefore, become inadequate and there is, therefore, a good case for increase in the dearness allowance. Shri H. K. Vyas for the workmen in course of his arguments put the demands of labour as under:—

- (1) The year 1960 should be taken as the basic year for the purpose of linking D.A. with the Jaipur price index.
- (2) An increase of Rs. 7 p.m. in dearness allowance which has been granted by the company with effect from 1st February, 1966 should be given retrospective effect from the 1st of April, 1965.
- (3) The said amount of Rs. 7 should be raised to Rs. 13 p.m. with effect from 1st of April, 1965 and
- (4) The dearness allowance should be linked with the Jaipur index numbers at the rate of .66 P. per point for the lowest paid category of workmen and at proportionately higher rates to others.

On behalf of the company it was pleaded that the accounts of the company had been closed upto 1st of October, 1965 and if any payments were ordered to be made for the period prior to that date it would put the company in an awkward position. As regards wages it was further pleaded that what was being paid by the company by way of interim relief should be considered sufficient and no further increase should be allowed. On the point of linking of dearness allowance with the index numbers it was argued that the terms of reference did not warrant the adjudication of such a claim. It was also contended that an increase in the dearness allowance would place heavy burden on the finances of the company which it may be difficult for it to bear.

Shri Vyas for the union replied to the arguments of the company by saying that under the agreements entered into by the company with most of its customers it was competent for it to pass the burden of increase in the Dearness Allowance to its customers without affecting its own finances. The company had not much to say about this contention of the union. The scope of the reference regarding increase in Dearness Allowance is wide enough to include the future linking of it with price index numbers, for an increase of Dearness Allowance under the terms of reference shall have a prospective application and it may be in a fixed sum or it may be made variable with the figure of the index number so as to safeguard payment of real wages. The objection of the company regarding linking of Dearness Allowance with index number being beyond the scope of the reference under these circumstances cannot succeed.

It may be pointed out that an agreement was entered into between the company and its workmen regarding fixation of wages in the year 1960 which remained effective upto 31st March, 1965 but the Dearness Allowance under its terms was made revisable after the 1st of April, 1963. A second agreement between the company and the workmen was entered into on 22nd January, 1964 fixing Dearness Allowance for the period from 1st April, 1963 to 31st March, 1965 and an increase in Dearness Allowance in the sum of Rs. 5 p.m. per workman was allowed under it

It was contended on behalf of the company that 1965 should be taken as the base year instead of 1960 for linking Dearness Allowance to Jaipur price index. It may be noted in this behalf that Jaipur index numbers are published taking the year 1960 as the base year. It would, therefore, be more convenient to take the year 1960 as the base year instead of 1965 as suggested by the company and this would not make any material difference in the amount of Dearness Allowance.

The workmen have claimed that the existing wage of Rs. 66 p.m. for the lowest category of workers should be so linked with Jaipur price index as to safeguard its purchasing power in future and in this way for rise or fall of one point in the Jaipur price index Rs. 66 should be added to or substracted from the wage respectively as the case may be. According to the company the figure of basic wage which is Rs. 30 alone should be neutralised and linking of wages should be at the rate of Rs. 30 per point. It may be noted that when wages existing in the year 1960 are taken as basis for neutralisation it may not be very correct to accept the figure of Rs. 30 for this purpose. The Mathur Committee that was appointed very recently by the Government of Rajasthan to go into the question of payment of Dearness Allowance in various industries in Rajasthan, assumed a minimum wage of Rs. 60 for purposes of linking wages with price index. Though it did not make any recommendation for the labour

employed in Mines and mentioned that Dearness Allowance for such labour may be settled by negotiations, yet the principle evolved by the expert body cannot be ignored. Probably Mathur Committee thought that wages in Mines should be higher for the reason that hard work has to be put in by workmen in that industry and it did not, therefore, apply this minimum rate of Dearness Allowance to Mines. However, the labour in mines cannot be placed at a lower level than what it is in other industries,

The existing slabs of the wages and rates of dearness allowance admittedly are as mentioned below:-

Monthly rated and monthly paid staff.

Wage	D.A.
(1) Upto Rs. 35/- p.m.	Rs. 41/-
(2) From Rs. 36/- to Rs. 49/-	Rs. 47/-
(3) From Rs. 50/- to Rs. 99/-	Rs. 51 <u>/</u> -
(4) From Rs. 100/- to Rs. 149/-	Rs. 56/-
(5) From Rs. 150/- to Rs. 199/-	Rs. 61/-
(6) From Rs. 200/- to Rs. 249/-	Rs. 66/-
(7) From Rs. 250/- to Rs. 299/-	Rs. 71/-
(8) From Rs. 300/- to Rs. 499/-	Rs. 76/-

The above amounts of Dearness Allowance do not include payment of Rs. 7/p.m. per workman allowed by the company by way of interim relief with effect from 1st of February, 1966,

Daily rated and weekly paid staff.

(1)	Male	Mazdoor	Rs.	1.19-0.04-1.75	hundred	per	cent.	cď	basic
					N	age	plus	Rs.	10/

(2) Female Mazdoor Rs. 0.75-0.03-0.87

(3) Helper Rs. 1:19-0:04-1.75

-do---

The contention of the company does not appear to be without force that increase in Dearness Allowance may be allowed from the 1st of October, 1965 and not before it as this would put the company in difficulty in reopening its closed accounts.

Having regard to the rise in the price level it seems desirable to allow an increase of Rs. 13/- p.m. per workman in Dearness Allowance with effect from 1st of October, 1965 upto 30th March, 1966, subject to adjustment of the amount of interim relief allowed by the company of Rs. 7 p.m. per worker from 1st February, 1966. The figure of Rs. 13 has been arrived at by calculations made by both the sides on the basis of the rise in price level as per Jaipur Index numbers up to 1st October, 1965.

For purposes of increase in Dearness Allowance with effect from 1st cf April, 1966 it will be convenient to divide monthly and daily rated workmen into three classes. The first class shall include (1) workmen with basic wage upto Rs. 49 p.m. and (2) the daily rated staff. The second class shall include workmen with basic wage from Rs. 50 upto Rs. 199 and class III shall include workmen with basic wage from Rs. 200 to Rs. 499. As there has been further rise in prices after 1st October, 1965, both the parties have calculated its effect and found that the previous figure of Rs. 13 should be revised and Rs. 16 be substituted in its place for the lowest paid staff. Thus the increase in Dearness Allowance with effect from 1st April, 1966 shall be as noted below:---

Class of workers

Increase in D.A.

Rs. 16/- p.m.

Rs.17/- p.m.

⁽¹⁾ Clas I of workers with wages upto Rs. 49 p.m. or daily rated and weekly paid staff

⁽²⁾ Class II with basic wage from Rs. 50 to Rs. 199

⁽³⁾ Class III with basic wage from Rs. 200/- to Rs. 499/- Rs. 18/- p.m.

It seems reasonable to link Dearness Allowance with Jaipur index numbers, so as to ensure real wages to the workers, and as discussed above I shall allow neutralisation of the value of Rs. 60 to Class I of the workers. Thus in future with rise or fall of one point in the Jaipur price index above or below its figure of March, 1966 the Dearness Allowance of the class I workers shall be increased or decreased as the case may be at the rate of Rs. 0.60 subject to the condition that the lump sum payment of Dearness Allowance as mentioned above shall in no case be reduced. Similarly the Dearness Allowance of the second class and that of the third class shall be increased or decreased with the increase or decrease in the Jaipur price index at the rate of Rs. 0.72 and Rs. 0.80 respectively per point rise or fall. In this way the Dearness Allowance shall be revised every six months on the 1st of April and 1st of October on the basis of figures of price index for previous six months published and available on or before such dates.

The company shall now take into account figures of Jaipur price index published up to 1st of October, 1 66 for six consecutive months prior to that date and increase the amount of Dearness Allowance payable to the workers with effect from 1st of October, 1966 on the principles and at the rates set out above. I have mentioned increase in the Dearness Allowance in this behalf for the obvious reason that the prices during this period have steadily gone up.

An award is passed accordingly. Let a copy be submitted to the Government for publication.

(Sd.) J. S. RANAWAT,

Judge,

Central Government Industrial Tribunal, Rajasthan, Jaipur. [No. 25/1/66-LRI.]

New Delhi, the 27th January 1967

S.O. 387.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the National Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to:—

S. No.	Name of the firm	Location of the factory			
	Andhra Cement Co. Ltd., Vijayawada		Vijayawada (Andhra Pradesh).		
2	Rohtas Industries Ltd., Dalmianagar		Dalmianagar (Bihar)		
3	Ashoka Cement Ltd., Dalmianagar		Dalmianagar (Bihar)		
1	Kalyanpur Lime and Cement Works Ltd., Calcutta		Banjari (Bihar)		
7	Sone Valley Portland Cement Company Ltd., Ca		24-/441 (2		
,	cutta		Japla (Bihar)		
6	Shree Digbijay Cement Company Ltd., Bombay	•	Sikka (Gujarat)		
~	Birla Jute Manufacturing Co. Ltd., Satna	•	Sama (Madhya Pradesh)		
6	Date of the Community o	٠	Dalmiapuram (Madras)		
0					
9	India Cements Ltd., Madras	•	Talaiyuthu (Sankarnagar) (Mad- ras)		
10	Mysore Iron and Steel Works Ltd., Bhadravati		Bhadravati (Mysore)		
11	Bagalkot Cement Co. Ltd., Bombay		Bagalkot (Mysore)		
	Orissa Cement Ltd., New Delhi		Rajgangpur (Orissa)		
13	Dalmia Dadri Cement Co. Ltd., New Delhi	•	Dalmia Dadri (Haryana)		
14	Jaipur Udyog Ltd., Swai Madhopur	•	Swai Madhopur (Ralasthan)		

and their workmen which was received by the Central Government on the 16th January, 1967.

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL AT BOMBAY

REF. (NT)-1 of 1965

Employers in relation to the Managements of Certain Cement Factories, specified in the Schedule, I hereto below

AND

Their Workmen.

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

APPEARANCES:

For the Employers

Counsel Shri R. J. Kolah, Advocate with Shri P. Ramaswamy, Advocate for the Cement Manufacturers Association.

Shri Seetharama Shetty, Personnel Officer for the Mysore Iron and Steel Works Ltd., Bhadravati,

For the Workmen .

Counsel Shri C. L. Dudhia, Bar-at-Law with Shri H. N. Trivedi, President, Indian National Cement Workers' Federation.

Shri Venkataraman, Secretary, Dalmia National Cement Workers' Union, Dalmiapuram.

Shri Gunga Lahiri, Vice President, INTUC, Rajasthan, Jaipur, representi g Cement, Works Karamchari Sangh, Swai-Madhopur.

Shri Variavir Singh, President, Coment Works' Karamchari Sangh, Swai-Madhopur.

Dated at Bombay this 11th day of January, 1967.

INDUSTRY: Cement.

STATE: All India.

AWARD

1. The Central Government, by the Ministry of Labour and Employment's Order No. 8-56-64/LRIV, dated 10th March, 1965, made in exercise of the powers conferred by sub-section (1A) of Section 10 of the Industrial Disputes Act, 1947 (Act XIV of 1947), was pleased to refer the industrial dispute between the managements of the Cement Companies specified in the Schedule I to the said Order (reproduced below as Schedule I to this award) in respect of the subject matters specified in Schedule II to the said Order, (also reproduced below as Schedule II of this award) to me as National Industrial Tribunal, the dispute being of such a nature that industrial establishments situated in more than one State are likely to be interested in or affected by this dispute.

SCHEDULE I

Cement Factorics

S. No.	Name of the Firm	Loca ion of factory			
1 2 3 4 5 5 6 6 7 8 9 10 11 12 13 14	Mysore Iron & Steel Works Ltd., Bhadravati . Bagalkot Cement Company Ltd., Bombay	Dalmianagar (Bihar) Dalmianagar (Bihar) Banjari (Bihar) Japla (Bihar). Sikka (Gujarat) Satna (Madhya Pradesh) Dalmiapuram (Madras). Talaiyuthu (Sankarnagar) (Madras). Bhadravati (Mysore) Bagalkot (Mysore) Rajgangpur (Orissa).			

SCHEDULE II

"Whether the demand of the workmen for a share in the incentive payment allowed by Government to Cement producers, is justified? If so, what should be the basis and the quantum payable for the year 1963 and subsequent years?"

- 2. After the reference was made on 17th April, 1965, I issued notices to the carties calling for their written statements. Of the 14 Cement Factories specified in Schedule 1 heroto, 13 are represented by the Cement Manufacturers' Association, Bombay. After time had been granted on the application by the parties for the filing of written statements, the various Unions representing the workmen and Cement Factories filed their written statements and rejemders between 25th March, 1965 and 13th July, 1965. The majority of the Unions were represented by the Indian National Cement Workers' Federation which filed its written statement on 22nd June, 1965. The majority of the Cement factories were represented by the Cement Manufacturers' Association which filed its supplementary written statement on 25th March, 1966. Thereafter, the dispute was taken up for hearing on 28th March, 1966 and was concluded on 21st September, 1966. On behalf of the unions as well as on behalf of the employers, documentarly evidence was tendered and at a later stage of the hearing oral evidence was led by the manufacturers and in rebuttal by the All India Cement Workers' Federation.
- 3. I may state at the outset that it was conceded at the hearing that the following five companies viz.;

Serial No. in Schedule-I.

(1) Andhra Cement Company Limited	1
(ii) Ashoka Cement Company Limited	3
(iii) Orissa Cement Company Limited	12
(iv) Rohtas Industries Limited	2
(v) Birla Jute Manufacturing Company Limited, Satna	7

had not earned incentive bonus payment from the Government for either of the wo years 1963 and 1964. It may here be stated that the payment of incentive bonus by Government was discontinued from the year 1965 as stated in the letter, dated of August, 1965 of Shri R. Natarajan, Under Secretary to the Government of India (Ex. E-1). In view of the fact that these five companies have not earned incentive bonus payment from the Government for either 1963 or 1964, it was conceded by Shri Dhudhia, the learned counsel representing the Indian National Cement Workers' Federation that the demand under reference did not survive against them. In the result, the demand under reference in respect of the said five companies fails and is dismissed.

- 4. The Indian National Cement Workers' Federation in its statement of claim. dated 22nd June, 1965, has stated that cement is a controlled industry and its price is fixed by the Central Government on the Report of the Tariff Commission in respect of the various cement factories. In or about October, 1961, the Central Government fixed the price at which the producer may sell cement free on rail ex-works in respect of each producer having regard to the recommendations of the Tariff Commission on revision of price of cement etc. In addition to the above, each producer was allowed to charge an extra amount of Rs. 5.50 per ton, in respect of cement produced and sold by them in excess of the quantity specified, in the nature of incentive bonus. The quantity specified in respect of each cement factory was the peak production for the 3 years preceding the year 1962. The Federation, in its written statement of claim, has relied upon the industrial dispute raised by the workmen of the Kymorc Cement Works of the A.C.C. Limited, in respect of a share in the extra amount by way of incentive bonus earned by that company for the year 1963, which dispute was referred to an Arbitration Board, presided over by Shri S. K. Das, a retired Judge of the Supreme Court of India, with Shri F. Jeojeebhoy, Bar-at-Law, Chairman (Retired) of the Labour Appellate Tribunal of India and Shri Kanti Mehta, Vice President, Indian National Mine Workers' Federation, as members. The Arbitration Board, by its award, dated 27th April, 1964, held that a case for participation by labour in the incentive bonus received by the employer was made out and that an industrial dispute can be raised with regard to it and awarded to the employees in the shape of incentive bonus, 50 per cent of the amount allowed by the Government as additional price for cement produced in excess of the specified quantity in the said Kymore Cement Works. The Federation has stated that thereafter, similar demands were raised against other cement factories and thereupon, the Governm
- 5. The Federation in its said written statement, has further submitted that in the cement industry, workers play a very important part in increasing the production of cement and that without the workers' co-operation and effort, the

target fixed in respect of each factory could never be exceeded. It has submitted that the additional price fixed by the Government was in the nature of incentive and it was fair and just that labour should receive its due share therein. It has stated that the quantity over which production bonus would be payable was the highest figure or production reached in the preceding 3 years. It has submitted that labour had substantially contributed to the employers receiving the extra money for exceeding the quantity specified for the year 1062 and subsequent years till 1864. It has annexed to its written statement a table, Annexure "B" showing the amount received by 8 of the 14 factories covered by this reference.

6. I may pause here to state that at the hearing before me, a statement was field showing how much incentive bonus payment each of the 9 companies under reference in respect of whom the claims have survived had received for the years 1963 and 1964. The statement which is in a tabulated form is as follows:—

Name of the Company	Amount of Incentive payment received by the Company in				
Name of the Company	1963	1964			
				Rs.	Rs.
Bagalkot Cement Company Limited				1,13,409.34	Nil.
2. Dalmia Cement (Bharat) Limited				Nıl.	1,57,910.00
3. India Coments Limited .				67,713.50	22,265.00
4. Shree Digvijay Cement Co. Ltd.				71,287.00	4,50,533.00
5. Sone Valley Portland Cement .				Nil.	22,000.00
6. Dalmia Dadri Cements Limited		-		1,19,760.00	496٠00ر1,22
7. The Jaipur Udyog Limited .		•		5,16,661.00	Nil.
 Kalyanpur Lime and Cements Works 	Ltd	-		17,923.00	20,305.00
Mysore Iron and Steel Co. Ltd.				20,867.59	Nil.

- 7. Before me, each of the said nine companies against whom the demand has survived, has filed a separate written statement narrating the principal facts of its own case. The Cement Manutacturers' Association, however, filed a supplementary written statement dated 25th March, 1966, on behalf of the 8 cement companies which are its members. The Mysore Iron and Steel Company Ltd., however, filed a separate written statement. In this supplementary written statement the common stand taken by the Association on behalf of the eight companies which it represents is that since these companies had paid their workmen prome bonus in respect of the incentive amounts which formed part of the total profit of these companies, the said eight companies, if they are also called upon to pay incentive bonus out of the incentive amounts, it would be about to their regular payers double beautions the claim for the incentive amounts. amount to their naving to pay a double bonus and therefore, the claim for incentive bonus payment should be rejected.
- 8. However, each company's case was separately argued before me and I propose for that reason also to deal separately with the claim in respect of each of these nine companies, in the order in which they were argued before me.
- 9. Dalmia Cement (Bharat) Limited .- The first case to be considered was that of the Dalmia Cement (Bharat) Limited. The Dalmia National Cement Workers' Union, Dalmiapuram, an affiliate of the Indian National Cement Workers' Federation, in a statement of claim, dated 5th May, 1965, has stated that this Company is one of the leading Cement Works in Madras State employing about 3000 workers directly, and about 500 workers through contractors, of which this union, which is recognised by the management, represents 2900 workmen. It has stated that for the year 1964, this company received incentive payment from Government of Rs. 1,57,910.50 (Rupees One lakh Fiftyseven thousand Nine hundred ten and fifty paise) at the rate of Rs. 5.50 per ton for 28,711 tons of Cement produced in excess of 4,95.000 tons which was the limit fixed. Thereupon, the Union called upon the management to share the amount of incentive

payment with the workers. After protracted negotiations, the management agreed to share 50 per cent of the amount with the workers. The Union has stated that it was demanding payment to all employees prespective of whether they were employed in the production of cement or the side industries and irrespective of whether they were employees of the company or the contractors. I may pause here and state that side industries mean manufacture of products other than cement such as refractories, potteries, stoneware pipes and re-inforced cement concrete pipes which are also manufactured by this Company. It has urged that taking into consideration the larger interest of industrial peace, the workers who are directly connected with the production of cement had voluntarily agreed to share the amount with their other coneagues in the cement works. It has stated that it was in the same spirit of maintaining industrial peace and enhancing production of cement that the management had under an agreement dated 3rd November, 1961, agreed to link the payment of the annual pront-snaring bonus for all its employees with the production of clinker, a copy of which agreement it has annexed as Annexure VI to its written statement. It has submitted that the increased production of cement is only possible by the additional production of clinker which is the pre-stage material of cement. It has argued that as the benents secured by the increased production of clinker is paid to all employees irrespective of their connection with its production, the denial of incentive bonus amount to those not directly connected with the production of cement would not be fair and just. It has further submitted that all the workmen of all the sections of this cement works, irrespective of whether tney are directly connected with the production of cement or not or are employed in the production of the side industries, such as manufacture of retractories, stoneware pipes etc., should all be treated equally for the purposes of payment or incentive productions. In support, it has pointed out that the workers of these side industries have been treated at par with the cement workers in sharing the benefits of the recommendations of the Wage Board and it has relied upon an agreement, dated 30th June, 1961, in that benalf, copy of which it has annexed to its written statement as Annexure VII. The Union has further urged that workers of all sections in the cement factory of this Company are interchangeable and that the agreement in Anexure VII had a specific clause clause 8-for facilitating the transfer of employees from one division to another. It has also referred to the Award of the learned Industrial Tribunal, Madural, (copy of which it has annexed to its written statement, as Annexure VIII) which in dealing with the industrial dispute for pront-snaring bonus, (industrial dispute Nos. 65 and 68 of 1953 and 278(C) of 1953) had rejected this company's contention that workers engaged in the production of cement and the workers engaged in the side industries should be treated separately for the payment of points. The Union has stated that all employees of this company have been treated by the management as one in every respect and they have enjoyed all benefits equally and that this policy has helped to build good industrial relations The Union has stated that all employees of this company have been resulting in the formation of a joint management council. The union has, therefore, submitted that under the circumstances stated above this Tribunal should award that 50 per cent of the said incentive amount of Rs. 1,57,-10.50 paid by the Government to the management for the year 1964 should be distributed among all its employees including contract workers equally without any distinction or discrimination.

10. The Dalmia Cement (Bharat) Limited, has filed a joint written statement, dated 12th July, 1965, in reply to the written statement of claim of the National Cement Workers' Federation and the Dalmia National Cement Workers' Union. The Company, in its preliminary observations, has submitted firstly that cement is a basic and strategic industry and considered by that yardstick, the per capital consumption of cement in India is still far behind that of most of the other industrially advanced countries of the world. It has submitted that considerable leeway has to be made up and the production of cement in the country needs to be substantially augmented, if India is to march rapidly and build a developed industrial economy. Secondly, it has stated that cement is a controlled industry in the sense that both the prices payable to the manufacturers and the distributors of cement are entirely controlled by the Government. It has urged that the controlled prices of cement has seriously curtailed profitability of the industry which has no built-in resources and the capacity of the industry for automatic expansion has been seriously retarded as compared with other industries. Thirdly, it has stated that the wage payable to the cement industry is governed by the recommendations of the First Central Wage Board for the Cement Industry, one of whose most important recommendations covered the payment of dearness allowance to the Cement Workers, which has been linked to the cost of living index and provides full neutralisation of the rise in the cost of living; that a Second Wage Board has been appointed and is functioning.

Fourthly, it has urged that cement is a capital incentive industry in which production is a continuous process and not a repetitive one. It has stated that production of cement cannot be related to or linked with the individual effort or increase of such individual efforts; that the increased production in any mutividual cement factory is more on account of good supervisor and good management of the factory rather than increased effort on the part of the workers. Fittily, it has urged that all cement factories in India have been working round the clock and yet the demand for cement has out-paced the supply of the product. It has given the statistical figures of the performance of its cement factory during the years 1960-1964 and has submitted that the governmental authorities in conjunction with the interests concerned had continuously reviewed the problems in connection with the production of cement and considered various means of maximising the production within the available capacity of the industry; that as a result thereof the Government introduced a scheme designed to encourage the producers to maximise their production on all available means and resources at their disposals and that if any cement producer exceeded his own production (cement ground) in any of the three years preceding 1963, he was to be compensated by certain specific additional payment per ton or cement produced in excess of such fixed production. It has stated that this scheme has come to be popularly known as the "Incentive Scheme", which applied to the results of each cement factory for the years 1963 and 1964, after which it was abandoned. It has stated that under this scheme, the Company was to receive from the Government the following incentive payments:—

Amount received for 1963 in Rs.

Amount received for 1964 in Rs.

Nil

1,57,910

- 11. Dealing with the Federation's statement of claim, the company has stated that the Arbitration Board Award in the industrial dispute of the workmen for a share in the incentive payments received by the Kymore Cement Works of the Associated Cement Company Limited, was purely a voluntary reference to arbitration and that the Arbitration Board had to deal with other aspects besides the one for the snaring of the compensatory incentive payment received by the said Company, in respect of production of their Kymore Cement Works. It has submitted that that award should not be followed as it was more in the nature of a package deal than an adjudication on consideration of the issues involved in the scheme of the workers for sharing the compensatory incentive payment.
- 12. It has denied the unions' claim that the workmen had played a very important part for the increase in the cement production and without their cooperation and efforts, the quantity fixed in respect of each factory will never be exceeded. It has also denied the workmen's claim to the full share in the incentive payment received in proportion to their earnings for 1963, and the subsequent years. It has stated that beyond making this statement, the union had not led any evidence or adduced any reason to establish that the workers' production during the relevant year increase? resulting in the increased productivity of the factory.
- 13. Without prejudice to the above contentions, the Company has urged that considerable capital expenditure enumerated by it was incurred by its factory for rehabilitating the inachinery and equipment and otherwise improving the same resulting in higher production and consequent compensatory incentive payment received; that the Company had undertaken special production efforts on a continuous basis in the past few years which also helped in achieving increased production.
- 14. Finally and again without prejudice, the Company has refered to the consequences of the Promulgation of the Bonus Ordinance 1965 and has urged that there was no case for the workers of the factory for separate payment in respect of the compensatory payment received by the Company. It has urged that if the workers are to be paid any share in the compensatory incentive payment received by it, such payments when considered alongside of the profitsharing bonus to the workers under the Bonus Ordinance 1965, would amount to double payment to the workers for the same work done. It has further urged that it has undertaken special preventive care to reduce work stoppage to the minimum as well as to cut down the duration of unavoidable stoppages. The Company has further submitted that it has an agreement with the workers union according to which annual bonus is linked to the production of clinkers.

On that basis, for the year 1963, it had paid bonus to the tune of Rs. 0.00.000 which was 28.2 per cent of the basic wages earned during the year. Similarly for the year 1964 payment of Rs. 11.00,000 was made which was 33.3 per cent of the basic wages earned during the year. It has submitted that as per the linking formula for payment of bonus of the Company, the extra production of 28.711 tons attained by the factory during 1964, had led to an increase in the Bonus amount to the extent of Rs. 1:12 lakhs.

15. However, in para 13 of the written statement, the management has specifically admitted as follows:—

"The respondent company would further submit that with a view to conciliate labour, it has even agreed to share incentive payment received on 50-50 per cent basis inspite of agreement mentioned above and the dispute, if any, now only relates to the categories of workers who should receive payment out of the voluntarily agreed share of 50 per cent of the labour. The respondent would submit that only such of those employees in the cement division as have directly contributed to the additional cement production would alone be eligible for a share in the incentive payment" (underlining mine).

16. It is necessary to state that when dealing with the statement of claim submitted by the Dalmia National Cement Workers' Union, in para 18 of its statement, the Company has specifically stated as follows:—

"Regarding Para 4, it is correct that the respondent has agreed to share 50% of the incentive amount earned for the year 1964 with the workers employed in Cement Division. The other allegation that they had protracted negotiations is, however, not correct" (underlining mine).

- 17. It has, however, in para 19 of its written statement stated that at the Dalmiapuram Works of the Company, besides manufacture of cement. distinctly separate products such as refractories, potteries, stoneware pipes and reinforced cement concrete pipes are also manufactured. The workmen employed in the manufacture of products other than cement do not have any contribution to the manufacture of cement and should, therefore be excluded from the scope of the present reference".
- 18. In para 20 of its written statement, the Company has specifically stated as follows:—

"However, the respondent submits that the incentive offered by the Government is to stimulate increased efforts for attaining the specific purpose of higher cement production. If the incentive is to be shared with the workers the workers with whom it should share should be those who directly contribute to the increased production of cement. Adorting any other criteria for the purpose would not only be unfair but result in difficulties and rossible frivolous claims. Further, it may work as a dis-incentive for the workers directly concerned and thus defeat the very purpose for which the Government has offered the incentive".

- 19. With regard to the reasons for linking to the production of clinker the payment of annual bonus to employees of other divisions, it has stated that this was done with a view to offer simpler and more expedient method of determining the bonus. The Company has characterised the contention that the workers employed in the other divisions of the factory are all treated as one with those engaged in the manufacture of cement as being not correct and in any case irrelevant.
- 20. At the hearing Shri C. L. Dhudhia, Vice President of the Indian National Cement Workers' Federation, rightly relied on the statement of the Company where it has admitted that it had agreed to share on 50-50% basis the incentive bonus received by it from the Government for the year 1964 with its Labour and that the dispute now is only with regard to categories of workers who should be paid this bonus. Shri Kolah, the learned Counsel for the Company stated that the Company was prepared to pay incentive honus to all those who are directly engaged in the production of additional cement only and not to those workmen engaged in the side industries for the production of refractories etc. Shri Kolah has stated that unless the union agreed to limit its claim for sharing the payment of incentive bonus to those directly engaged in the production of cement, the Company would withdraw its offer to pay the same to those workmen. I do not think that the Company can be allowed to detract in

this manner from the specific admissions contained in its written statement, which is a statement made on the basis of an agreement already reached between it and the Dalmia National Cement Workers' Union.

- 21. On the merits, para 20 of the written statement of the company, is a clear admission that the incentive production bonus was paid by the Government to stimulate the increased efforts on the part of those directly concerned in the production of cement. Before I deal with the question of whether the workmen not directly concerned with the production of cement should be entitled to share the incentive bonus payment or not, it is necessary to deal with the point made by the company in its written statement and also by the Cement Manufacturers' Association in its supplementary written statement dated 28th Morch 1966 that the payment of profit sharing have under the 26th March 1966, that the payment of profit-sharing bonus under the agreement dated 3rd November 1961 does not any longer entitle these workmen to the payment of incentive bonus. Now, the agreement of 3rd Nevember 1961 was payment of incentive bonus. Now, the agreement of 3rd Nevember 1961 was entered into long before the incentive payment scleme was introduced by the Government. The payment of profit-sharing bonus, therefore, is on an ad-hoc basis related to the production of clinkers. The bonus for the years 1962-1964 was also an ad-hoc formula. I am satisfied that the payment of profit-sharing bonus by this company on an ad-hoc basis or even if it had been on a purely profit-sharing basis, cannot deprive the workmen of their share in the incentive payment received by the Company. I have extracted from the statements made by the Company in Para 20 of its written statement where it has clearly admitted that the incentive payment is made to stimulate increased efforts of the workmen directly concerned in the production of the company. This statement along with the agreement to share the incentive payment is a clear admission that the extra effort of the workmen had contributed to the higher production which resulted in the Company earning the incentive production for 1964 and the other submissions in the Company's written statement to the contrary can have no force. In fact, it was because the Company acknowledged that the increased efforts of the workmen resulted in higher production and consequent earning of the incentive payment that it agreed to share that with its workmen on a 50-50 basis-albeit only for those who were actually engaged in the production of cement.
- 22. This brings me to the next point whether the workmen in this Cement Works engaged in the production of the side inductries such as refractories, stoneware pipes and reinforced cement concrete pipes, are entitled to share in this incentive payment. Now, it is admitted that the service conditions of the workers engaged in non-cement products of the company are the same as of those engaged in the production of cement and the workers engaged in the production of cement do not object to share in the incentive payment with these other workers. Another important feature is that it is admitted that under an agreement the services of the workmen on the cement production side and those on the non-cement production side ie. the side industries, are transferable. Yet another feature is that the workmen engaged in the production of clinkers are entitled to the same bonus as the cement workers. It appears that this point was also agitated in an industrial dispute before Shri Krishnathat this point was also agitated in an industrial dispute before Shri Krishnathat this point was also agitated in an industrial dispute before Shri Krishnathat this point was also agitated in an industrial dispute before Shri Krishnathat this point was also agitated in an industrial dispute before Shri Krishnathat this point was also agitated in an industrial dispute before Shri Krishnathat this point was also agitated in an industrial dispute before Shri Krishnathat this point was also agitated in an industrial dispute before Shri Krishnathat this point was also agitated in an industrial dispute before Shri Krishnathat this point was also agitated in an industrial dispute before Shri Krishnathat this point was also agitated in an industrial dispute before Shri Krishnathat this point was also agitated in an industrial dispute before Shri Krishnathat this point was also agitated in an industrial dispute before Shri Krishnathat this point was also agitated in an industrial dispute before Shri Krishnathat this point was also agitated in an industrial dispute before Shri Krishnathat this point was also agitated in an industrial dispute before Shri Krishnathat this point was also agitated in an industrial dispute before Shri Krishnathat this point was also agitated in an industrial dispute before Shri Krishnathat this point was also agitated in an industrial dispute before Shri Krishnathat this point was also agitated in an industrial dispute before Shri Krishnathat this point was also agitated in an industrial dispute before Shri Krishnathat this point was also agitated in an industrial dispute before the same before murthi where the Company's contention that the workmen engaged in the side industries were not entitled to bonus, was rejected. In rejecting the Company's contention the fact of the workmen being eligible to transfer from potteries contention the fact of the workmen being eligible to transfer from potteries to the cement section and from refractories to the cement department was taken into account. The Tribunal held that there was no separate company for the side industries which can be considered as a separate legal entity. (See Award of Shri Krishnamurthi annexed to Union's written statement). It is also of significance that both the unions representing the workers of the Dolmia Cement (Bharat) Limited had asked that the employees in the side industries should be also allowed to share the bonus payment. This gesture has been made in the interest of industrial peace and better industrial relations which would also contribute to higher production which would also contribute to higher production.
- 23. I am therefore, satisfied that in the special facts and circumstances in respect of this company a case has been made out for allowing the employees in the side industries in this cement works also to share the incentive payment received by the Company, along with the workmen actually employed in the production of cement, including the workmen employed through contractors.
- 24. I am not satisfied with the Company's contention that to grant these workmen incentive payment would be to grant them double bonus payment, as contended by the Cement Manufacturers' Association in its supplementary written statement. It may be remembered that the quentum of incentive bonus received by this and other cement companies has not affected the quentum of

profit-sharing bonus paid to these workmen which is on an ad-hoc basis. The agreement of 3rd November 1961 is in respect of 5 years 1961-1965, and the quantum of bonus determined in this agreement was on an ad-hoc basis linked to the production of clinkers. This basis was agreed upon long before the Government decided to give incentive payment under the Incentive Payment Scheme in 1963.

25. In the facts and circumstances stated above, I am satisfied that a case has been made out by the workmen of the Dalmia Cement (Bharat) Limited's Cement Workshop at Dalmiapuram for sharing the incentive payment of Rs. 1,57.910.50 received by the Company from Government for the year 1964, on a 50:50 basis. All the workmen of said Cement Workshop whether directly engaged on the production of cement or the other side industries, such as refractories, potteries stonewate pipes, reinforced cement concrete pipes and whether directly engaged by the Company or through contractors shall be entitled to share in the said amount in the manner stated hereafter.

REFERENCE No. (NT)-1 of 1965

26. Shri Digvijay Cement Co., Ltd., Sikka.—In rep'y to the written statement of claim filed by the Indian National Cement Workers' Federation, the Management of the Digvijay Cement Co., Ltd., in its written statement in reply dated 14th July, 1965, has made the same preliminary observations and followed the same pattern of submissions as done by the Da'mia Cement (Bharat) Ltd., in its written statement which I have reproduced in detail earlier, and it is, therefore, not necessary to reproduce those submissions here. This Company in Para 3(e) of its written statement has stated that the capacit utilisation achieved by all the cement factories together is about 95 per cent of total instal'ed capacity for the past several years. With regard to the cement factory, pertinent statistical figures of performance is given by the Company for 1960-1964 as follows:—

Year	Rated capacity for production of cement equi- valent of clin- ker (tonnes)	tion of cement equivalent of	Actual cement ground (tonnes)	% of produce to capacity
(1)	(2)	(3)	(4)	(5)
1960 . 1961 . 1962 . 1963 . 1964 .	436800 436800 436800 451300 640000	432875 444176 447326 485205 592221	449317 404104 471577 502995 590626	99°1 101°7 102°4 107°5 92°5

The Company in Para 4 of its written statement has referred to the circumstances under which Government introduced the incentive scheme and it has also repeated the statements made by the Dalmia Cement (Bharat) Ltd., that the object of the scheme was to encourage cement producers to maximize their production with a view to meet, as far as possible, the growing demand for cement in the country. In para 5 it has stated that in consequence of the aforesaid scheme introduced by Government, this Company received or was entitled to receive the following compensatory incentive payment from Government for the 2 years 1963 and 1964.

Amount received for 1963	Amount received for 1964
Rs. 71,287	Rs. 4,50.533

In para 6 it has repeated the submissions made by the Dalmia Cement (Bharat) Ltd., with regard to the Award of the Arbitration Board, on a similar demand made by the workmen of the Kymore Works of the Associated Cement Companies Ltd., It has also contended that the Federation beyond stating that without the effort and co-operation of labour, the Company would not have been able to exceed the target production and earn incentive bonus, had not adduced any reason

or evidence to establish that the worke's productivity during the relevant years increased resulting in the increased production achieved by the factory. The Company has in Para 8 given details of the capital expenditure which the Company says it incurred for rehabilitating the machinery and equipment and otherwise improving the same, the net result of which according to it was the higher p oduction and the compensatory incentive payment received. The amount of expenditure thus incur ed towards replacement, modernisation, rationalisation of machines and equipment have been stated as follows:—

1960 1961 1962 1963 1964

20,58,528 Rs.

17,12,254

Rs. 17,90,612

It has further stated that the capital expenditure incurred for the expansion project of annual capacity of 2 lakh tonnes, in addition to the amount specified above is as follows:—

49,60,022 Rs.

Rs.

5,27,602 Rs.

1963 1964 Rs. 95,45,316 Rs. 21,49,331

This Company has also submitted that it undertook special productivity efforts on a continuous basis in the past few years, which also helped it in achieving increased production. It has also, like the Dalmia Cement Bharat Ltd., urged that as the workmen are entitled to profit sharing bonus in consequence of the Bonus Ordinance, 1965, to grant compensatory incentive payment to these workmen would amount to a double payment for the same work done. It has submitted that the extra production qualifying for receiving incentive payment was only due to the commissioning of the expansion project of 2 lakh tonnes, annual capacity in November. 1963, and that this new expansion unit had entailed heavy capital expenditure detailed above. It has stated that during 1963 profit bonus to the extent of 25 per cent of basic salary earned during the year 1962, and during 1964 at the rate of 30 per cent of the basic earning for 1963 had been paid by the Company. It has lastly submitted that it had made due efforts to increase productivity with a view to augment cement production and had to this end opened an industrial enginee ing department and also availed the services of leading industrial consultants. The studies of the experts have revealed that labour utilisation in the factory of this Company was very low and below standard.

- 27. I may state that beyond making these statements, this Company has not led any evidence either documentary or oral in support of the various statements and allegation made by it in its written statements. No doubt to some extent the measures taken by the Company as referred to in its written statement, have contributed to increased production, but that does not take away the fact that labour by their efforts had during the two years 1963 and 1964 for which years this Company earned incentive production payments, also contributed to the higher production. Machines by themselves, without the attention and the effort of the human element which controls and guides the n and looks after the maintenance and repairs, cannot alone give higher production. It would be unfair and unjust to deny that the workmen who handled all the new machinery and plant and projects which the Company says it introduced for higher production, had by their efforts contributed to the higher production.
- 28. With regard to the profit bonus payments for the years 1963 and 1964, the two agreements which provided for the payment of bonus for the years 1963 and 1964, provided for payment of bonus on an ad-hoc basis. The payment of bonus for 1963 was made on an ad-hoc basis, as Clause (D) of the Memorandum of Settlement dated 28th October. 1964, clorrly states, "the above bonus is settled on an ad-hoc basis and shall not be taken as a precedent for any Bonus calculations in future". The agreement for bonus for 1964 dated 19th October, 1965 also provides for ad-hoc payment of bonus at the rate of 20 per cent on basic wage and dearness allowance earned in 1964. That agreement further provides that the amount for set off would be settled as per the Bonus Act. 1965, after agreement is signed and delivered for regist ation. When bonus is agreed to be paid on ad-hoc basis related to a percentage of the basic wage and dearness allowance earned during the year for which bonus is paid, it can hardly be an argument for not granting the workmen a share of the incentive payment earned by the Company for higher production in which the workmen had undoubtedly contributed. There is nothing to show in any Bonus agreements for either of the two years that the quartum of incentive bonus payments earned by the Company under the Incentive Scheme, was specifically taken into account in fixing the amounts of ad-hoc bonus paid for the two years 1963 and 1964.

- 29. I, therefore, cannot accept the Company's contention that because it has paid profit sharing bonus on basis of clinkers produced each year, the grant of a share of the incentive payment received by it would be equivalent to grant of double benefit to the workmen. I, therefore, hold that the fair thing to do would be to direct that the Company should share the amount of Rs. 71,287 for 1963 and the amount of Rs. 4,50,533 for 1964, received by it for 1964 on a 50:50 basis with its workmen, as directed below.
- 30. Sone Valley Portland Cement Co.—This Company in its written statement dated 13th July, 1965, in reply to the statement of claim of the Federation has made identical submissions and urged the same arguments as made by the Dalmia Cement Co., Ltd., and the Digvijay Cement Co., Ltd., except those noted below. In Para 3(e) of its written statement this Co., has given the following statistical figures of performance of its Cement works for the years 1960-64.

Year	of cement equi-	uction of cement	Actual cement ground (tonnes)	Percentage of production to capacity
	 253970	203598	212058	80· I
1960				
1960 . 1961 .	253970	208789	203694	82 2
1961 .	253970 253970	208789 229559	203694 234640	90:3
		, -		

As stated in Para 5 of its written statement this Company did not receive any incentive bonus payment during 1963 and for 1964 received only Rs. 22,000. The rest of the written statement of this Company follows the same pattern and contains the same submissions as made in the written statement filed by the Dalmia Bharat Cement Ltd., and the Digvijay Cement Co., Ltd., and it is not necessary to reproduce those contentions here. The only point worth noting is that in Para 8 this Company has stated that during the past 3 years it had incurred the expenditure of more than Rs. 17,50,000 for purchase of new equipment for the Querry and Factory and Rehabilitation of Kilns and bicable ropeway. It has also stated that it undertook special productivity efforts on a continuous basis in the past few years which also helped it in achieving increased production. But no evidence either documentary or written was led by the Company to show how this expenditure had contributed to increased production and in what proportion.

- 30-A. This Company has also referred to the Bonus Ordinance 1965 and has stated that the Ordinance covered all workmen of the factory and there was, therefore, no case for a separate payment in respect of compensatory payment for extra production received by the Company of Rs. 22,000 which it has received for 1964. It has also pleaded that if compensatory payment were to be made it would amount to a double payment to the worker for the same work done. In Para 11 of its written statement the Company has stated that the plant of this factory is very old and some parts of the equipment have been working for the last 40 years; that the plant is being run by incurring high expenditure on maintenance and rehabilitation during the last 3 years as mentioned in its written statement. It has stated that its production in 1964 was higher as the output of the ki'ns increased following major rehabilitation and renovation of kilns Nos. I and II in 1963 and kiln No. III in 1964. The Company has stated that additional amount is due to employment of additional workmen which cost it about Rs. 3 lakhs. There was, however, no evidence led to substantiate that statement nor was any evidence led for the statement contained in para 13 of the Company's written statement that the number of workmen employed at the quarry and Factory of the Company when it took over during the year (which incidentally has been kept blank and was never fil'ed in) was abnormally high and still continues to be so, or that the studies made by M/s. IBCON Limited, the firm of Consultant Engineers, revealed abnormal work and low productivity.
- 31. At the hearing, Shri Dudhia made the same submissions with regard to the argument advanced in the written statement of this Company as he had made in respect of the other two Companies. In meeting the argument of the Company that after payment of Profit Sharing Bonus under the Bonus Act for 1964, the

grant of a share of the incentive payment would amount to a double payment, he stated that what was paid was the minimum for the year 1964 and that the payment of incentive bonus of Rs. 22,000 during 1964 to this Company did not make any difference in the payment of profit sharing bonus for 1964. I accept this contention of Shri Dudhia. In my opinion the fact that the Company had paid the minimum bonus under the Payment of Bonus Ordinance, cannot take away the workmen's right for a share in the incentive payment to the Company for which they had contributed by their efforts.

- 32. Shri Kolah, learned Counsel for the Company, however, pointed out that the rated capacity of the factory is only 2.54,000 tonnes of clinkers and that the production in 1964 was 91:3 of its Production capacity which was 1 per cent higher than in 1962 which was the peak year. He stated that the increase of 1 per cent was due to the additional factor stated in Paras 11 and 12 of the written statement to which I have referred, and he also referred to the additional labour cost of 3 lakhs having been incurred. But as I have stated earlier this Company has not led any evidence in respect of any of the statements made in its written statement of claim. Even assuming that these efforts did contribute to the higher contribution, it cannot however be denied that the workmen of this Company had by their efforts contributed to the earning of the incentive payment of Rs. 22.000 in 1964. Thus for the reasons stated in respect of Dalmia Bharat Cement Co., Ltd., and the Digvijay Cement Co., I accept the plea of the Union that the workmen of this Company had made out a case and are entitled to share with the Company on a 50:50 basis incentive payment of Rs. 22,000 received by this Company for the year 1964, as directed below.
- 33. Kalyanpur Lime and Cement Works Ltd.—The written statement in reply filed by this Company to the statement of claim by the Federation follows the same pattern as the earlier 3 Companies noted above. In Para 3(e) of its written statement the Company has given the statistical figures of performance of its Cement Factory for the years 1960-1964.

Year	Rateal capacity for production of cement equi- valent of clinker (tonnes)		Actual cemest ground (tonnes)	Percentage of production to capacity
	 			
1960 .	146000	137248	139073	94.0
1961	146000	128450	124430	88.0
1962 .	146000	141132	141846	96.7
1963 .	146000	148658	149169	101 8
1964	146000	143014	150152	98.0

34. In Para 5 of its written statement the Company has given particulars of the compensatory incentive payment from the Government received by this Company in 1963 and 1964.

Amount received for 1963—Rs. 17,923 Amount received for 1964—Rs. 20,305

It has in Paragraph 6-7 of its written statement made the same submissions with regard to the award of the Arbit ation Board in the case of Kymore Cement Works of the A.C.C. and in Para 7 has stated that the workmen had not proved the allegations that they had contributed by their effort to higher production In Para 8 of its written statement this Company has given the capital expenditure incurred by the factory for rehabilitating machinery and equipment and otherwise improving the same which it has stated has resulted in higher production and the consequent compensatory incentive payment received by it.

- (i) Additions to plant and machinery (Capitalised) during 1963—4,32,990.
- (ii) Additions to plant and machinery (Capitalised) during 1964-3,77,924.

It has stated that it had further added new equipment costing Rs. 5,41,112. In Para 9 of its written statement, the Company has stated that it undertook special productivity efforts on a continuous basis in the past few years which also helped the respondent in achieving higher production. It has in Para 10 of its written statement referred to the Bonus Ordinance, 1965, and has stated that since it

automatically covered all the workers of the respondent's factory there is no case for the workers of the factory for a separate payment in respect of compensatory incentive payment received by this Company, and it has urged the same plea that if a share in the incentive payment received by the Company is given to the workmen it would amount to a double payment. It has stated in Para 11 of its written statement that during the year 1964, one Frontend Loader and one Coal Loader were put into operation to save man-power and time in handling raw-materials. It has further stated that one hot-air-furnace was also installed to reduce the moisture contents in coal and thereby reduce the coal consumption and also a workshop had been set up to manufacture and repair spares which had reduced hold up in production due to non-availability of the spares at the required moment. It has stated that there has been a propressive increase in men days lost due to absenteers among workers after the Introduction of the E.S.I. Scheme. It has also stated that leave facilities enjoyed by the workers in this factory are the highest and has effected productivity. It has relied upon the observation in the report of the Cement Wage Board, 1959, that "there is a force in the contention that the total leave privileges and holidays in this Company are such that the Company's capacity in paying the wage recommended and standing competition with the other units in Bihar is affected". But I may pause here and state that at the hearing no evidence documentary or oral was laid in proving all the various statements made in the written statement of the Company. Reliance was placed on the special productivity efforts made by the Company as stated in Para 9 to 11 of its written statement to which I have referred but even so there is no direct connection established between the increased production being due only to these various productivity efforts made by the Company. Even granting that these efforts were made and did contribute to some higher produ

35. Bagalkot Cement Company Limited.—This Company's written statement in reply to the Federation's written statement of claim has also fo'lowed the same pattern as the other companies noted above. However, in para 3(e) of its written statement, it has given the following particulars of production in its cement works:—

Year									Cement Produced	
1960									1,34,901	Tonnes
1961			-	,	-	-			1.80,197	,,
1962			-		-			-	1,78,240	19
1963	-						-		2,01,000	,,
1964									1,77,330	,,

In para 5 of its written statement, it has given the following particulars of the compensatory incentive payment received by it from the Government for the year 1963-1964.

Amount received for 1963.	Amount received for 1964.
Rs. 1,13,409,34	Nil.

In para 8 of its written statement, it has stated that during the year 1963, this Company had incurred capital expenditure of Rs. 11.78,191 00 for rehabilitating the machinery and equipment for its factory and otherwise improving the same. The net result of which, it claims, was higher production 1963 and the consequent compensatory incentive payment received. But no evidence was led either oral

or documentary to establish any direct connection between this capital expenditure and the higher production achieved in 1963 and the earning of the higher incentive bonus of Rs. 1,13,409·34 received by it during 1963. It would be surprising if this capital expenditure resulted in higher production in 1963 and entitled the Company to earn incentive bonus of Rs. 1,13,409·34, but did not contribute to achieving higher production during 1964. Surely, capital expenditures of this magnitude, if they are to directly affect production, would not show result only for one year. Nor was any argument advanced as to how these special productivity efforts which the company claims it had adopted continuously for the past 2 years had also helped in achieving the increased production only in one year i.e., 1963 and not in 1964. In para 10 of its written statement, the Company had advanced the same argument with regard to payment of bonus under the Bonus Ordinance of 1965. But at the hearing on 25th April, 1966, a statement was filed showing that the bonus calculations for the year ended 31st December, 1963, showed a deficit of Rs. 10.20,493 and that inspite of this deficit, the Company had in 1964 paid Rs. 1,20,007, as bonus to its employees for 1963. It was, however, admitted that this profit bonus of Rs. 1,20,007 for 1963 was an ad-hoc payment and was calculated on one month's basic pay or 15 days' wage inclusive of basic pay and dearness allowance and bonus. It may be noticed that for 1963, the Company was not liable to pay any profit sharing bonus under the Bonus Ordinance of 1965. As the Profit Sharing Bonus for 1963 was made on an ad-hoc basis and had no relation to the actual profit earned and as the statement of the Company was not liable to pay any profit sharing bonus under the Bonus Ordinance of 1965. As the Profit Sharing Bonus for 1963 was made on an ad-hoc basis and had no relation to the actual profit earned and as the statement of the Company that the incentive bonus payment of Rs. 1,13,409, received by it for

36. For the reasons stated earlier, I hold that the workmen have made out a case for payment to them of 50 per cent of the incentive bonus of Rs. 1,13,409·34 received by this Company for the year 1963 to be distributed in the manner stated hereafter.

37. Jaipur Udyog Limited.—The written statement of this Company in reply to the Federations' statement of claim follows the same pattern as of the companies dealt with earlier. In para 2(e) of its written statement this Company has also asserted that whilst the capacity utilisation achieved by all the cement factories together is about 95 per cent of the total installed capacity for the past several years, the cement factor of this Company had for the years 1960—1964 shown the following performance:—

Year	Rated capacity for production of cement equi- valent of clinker as recorded by Govt. (Tonnes)	Annual produc- ion of cement equivalent of clinker (Tonnes)	Actual cement ground (tonnes)	Percentage Production capacity	of to
1960	8,18,800	65,88,75	66,24,18	80·4	
1961	8,18,800	71,32,20	75,51,53	87·1	
1962	8,18,800	73,26,44	76,11,91	89·4	
1963	8,18,800	78,25,61	84,89,38	95·5	
1964	8,18,800	75,04,99	71,73,60	91·6	

In para 5 of its written statement the Company has given the figure of the incentive bonus, which shows that for the year 1963 it earned production incentive payment of Rs. 5,16,661 and did not earn any for 1964. In para 8 of its written statement the Company has stated that during 1962-1963 it incurred a capital expenditure of Rs. 22,83,055 for purchases of new equipment in addition to larger expenditure on renovation of existing equipment and that in 1964 an amount of Rs. 21,37,251 was spent on major equipment. In para 9 of its written statement the Company has also like the other companies, stated that it undertook special productivity efforts on continuous basis in the past few years, which also helped it in achieving increased production. In Para 10 of its written statement it has referred to the Bonus Ordinance 1965 and has advanced the same argument that if a share in the compensatory incentive payment received by it were to be given to the workmen in addition to the bonus paid under the Bonus Ordinance 1965 it

would be a double payment for the same work done. In Para 11 of its written statement the Company has referred to its having had a back-log of clinker amounting to about 50,000 tonnes at the end of the financial year 1963-1964. It has stated that this was an unusually large quantity and with the help of improved direct and ancillary services installed in the factory over a period of time, the Company was able to grind the whole of this quantity of clinker and hence production of cement during 1963 was abnormally high. It has stated that the increased production during 1963 when the Company earned incentive bonus payment was largely due to this back-log of clinkers and not due to any special efforts on the part of the workers.

- 38. In my opinion there is no substance in this contention, as the workmen had also contributed to the increased production of clinker, which formed the backlog and which according to the Company resulted in the higher production in 1963.
- 39. Shri Kelah, the learned counsel for the Company, has referred to Paras 8, 9 and 10 of the Company's written statement and has stated that in 1963 a slurridge plant at a cost of Rs. 8,00,000 (eight lakks) was introduced which was responsible for the higher production. He further submitted that the Company has its own thermal power station and in October, 1962 the Company got power from the Chambal Thermal Power Sta n, after which 2 crore units were consumed. He stated that in 1962, 3,725 men ours were lost because of shortage of power, but as the result of increased power made available and reduction in the loss of man-hours, about 80,000 (eighty thousand) more tonnes was produced in 1963. He stated that in 1964 no incentive payment was earned because electricity from the Chambal power station was not available for six months of that year. Shri Kelah filed a certificate of Chartered Accountants regarding payment of bonus by this Company and he has stated that the percentage of bonus paid to total salaries was 6:93 per cent whilst the minimum payable under the Bonus Ordinance would have been 4 per cent.
- 39. But from the particulars given in the supplementary written statement filed by the Cement Manufacturers' Association, it appears that the bonus for the year 1963-1964 was paid under the terms of the agreement dated 4th February, 1962 on an ad-hoc basis and not under the Bonus Ordinance or under the L.A.T. Bonus Formula. I find from that agreement that bonus was paid for 1962-1963 equivalent to 1½ (one and one half) months of basic wage of the workers during the year, subject to adjustment either way and as may be determined according to the formula evolved by the Bonus Commission, provided the same was made applicable by the Government for any of those two years in question. It is, therefore, clear that under the agreement dated 4th February, 1962, the bonus payments were made on an ad-hoc basis and without taking into account the increased earning from incentive payment for 1963.
- 40. Reliance was next been placed by Shri Kelah on Para 9 of the agreement which provided as follows:—
 - "It is agreed and clearly understood that the workmen and the Union shall not claim or be entitled to any bonus in any form whatsoever by whatsoever name called except the bonus agreed to hereby in respect of the years covered by the agreement".

Shri Kelah has argued that this clause covers the payment of incentive bonus which this Company received for the year 1963 and would debar the workmen from claiming a share therein. But it must be remembered that this agreement was of 4th February, 1962, before the Incentive Scheme came into force or was even promulgated, and therefore it cannot be reasonably urged that the parties had agreed that the claim for a share of the workmen in the incentive payment received by the Company was also covered by this Agreement. Further as pointed out by Shri Dudhia, Para 9 of the agreement does not refer to incentive payments at all. It is also significant that though in the agreement of Dalmia Cement (Bharat) Limited of 8th November, 1963 there was a clause under Para 6 in identical terms with Para 9 in this Company's bonus agreement, still the former Company had not contended or argued that that provision covered incentive bonus payments.

- 41. I am, therefore satisfied that payment of bonus under the agreement of 4th February, 1962, was made on an ad-hoc basis. I am further satisfied with Para 9 of this agreement does not debar the claim of the workmen for a share in the incentive bonus payment received by the Company in 1963.
- 42. With regard to the Company's contention in Para 8 and other paragraphs of its written statement that the capital expenditure on equipment etc., which it

has incurred had contributed to the increased production, as stated by me for the other Companies, there is no evidence to show exactly what contribution to increased production in 1963 was made as a result thereof. I am not saying that their efforts and improvements made by the Company did not contribute to some increase in production but what was the contribution is indeterminate. After all, the improved plant and machinery was handled, operated, looked after and maintained by the workmen, who, it cannot be denied did contribute by their efforts to higher production. The fair thing in the absence of any direct evidence as to the contribution to increased production by the improved plant and machinery and other factors relied upon by the Company and by the human factor provided by the workmen, would be to give both the Company and its workmen a 50:50 share in the incentive payment of Rs. 5,16,661 received by the Company for 1963.

- 43. In the result, I am, satisfied that the workers' claim for a share in the incentive bonus payment of Rs. 5,16,661 received by the Company is justified to the extent of 50 per cent of that amount and the same should be paid to the workmen in the manner stated later.
- 44. India Cements Limited.—This Company, in its written statement in reply to the statement of claim filed by the Indian National Cement Workers' Federation, has followed the same pattern of submissions as made by the order companies with whose cases I have dealt with earlier.
- 45. In Para 3(e) of its written statements, the Company has given the following particulars as to performance of its cement works for the years 1960-1964:-

Year	Capacity for production of cement equivalent of clinker (Tonnes)	Annual production of cement equi- valent to clinker (Tonnes)	Actual' ground (Tonnes)	Percentage of production capacity	
1960	4,63,000	471326	467626	101.8	
1961	4,63,000	4535 05	450444	97.9	
1962	4,63,000	451272	451183	97.5	
1963	4,63,000	488572	4849 0 8	105.5	
1964	4,63,000	4 48890	460548	97.0	

In para 5 of its written statement, the Company has given the following particulars of the incentive payment received by it for the years 1963 and 1964:-

Amount received for 1963

Rs. 76,714

Amount received for 1964

Rs. 22,265

In para 6 of its written statement, the Company has made the same submissions with regard to the Arbitration Board's Award in the dispute of Kymore Cement Works of the Associated Cement Company Limited as the other companies, which I have noticed earlier. In para 8 of its written statement, the Company has given the following particulars of the capital expenditure incurred for rehabilitating machinery and equipment and otherwise improving the same and it has claimed that the net result of this was higher production and consequent compensatory incentive payment received by the Company. It has stated that in 1962 there was a major replacement of Kiln Shell, Tyres, Rollers etc., in respect of Kiln 1, at a cost of about Rs. 2,60,000/-; that in 1964 the cross-section in Kiln 3 was extended at a cost of about Rs. 1.25,500/- to increase its operational efficiency. with regard to the Arbitration Board's Award in the dispute of Kymore Cement Additional costs were incurred in 1963-1964 to cope up with the increased production as per the following details:-

Mechanical changes in Kiln-3-Rs. 1,25,500/-

Insplation of Kiln Pipes-Rs. 14,500/-

Lining with special quality magnetic bricks for large size Kiln-Rs. 1,50,000/-

46. This Company has like the other companies, also stated that it had undertaken special productivity efforts on a continuous basis in the past years which also helped in achieving the increased production. This Company has also referred to the Bonus Ordinance, 1965 and has also urged like the other companies that the payment of a share of incentive bonus received by it from the payment to double payment to the workers for the payment to double payment to the workers for the payment to double payment to the workers for the payment to double payment to the workers for the payment to double payment to the workers for the payment to double payment to the workers for the payment to double payment to the workers for the payment to double payment to the workers for the payment to the payment to the workers for the payment to Government would amount to double payment to the workers for the same work

done. In para 11 of its written statement, the Company has stated that since the beginning of 1963, this Company has basically changed its composition of raw mix by introducing, for the first time, the use of clay to improve the plasticity of the raw material and thereby to prolong the life of Kiln lining. It has urged that this has, to a very large extent, contributed to the satisfactory running of the kiln particularly in 1963 when the stoppages were extremely low and the additional production qualifying for incentive payment was due to the satisfactory working of the Kiln with a fewer stoppages. In para 12 of its written statement, it has urged that there has been no increase in respect of the productivity of the workers and it has denied that workers' efforts have contributed to the increase in the cement production. It has stated that absenteeism had shown an increase since 1963 due to the E.S.I. Scheme (Employees State Insurance Scheme). It has stated that though the workmen were capable of delivering higher quantum of production, they had restricted it so as to deliver only such quantity as had been determined under the workloads fixed in the earlier years of operation for the various departments. The Company, in para 13 of its written statement has stated that the only factor which enabled the Company in 1963 to become eligible for the Incentive Scheme had been the satisfactory working of all the Kilns during 1963 when the number of stoppages was comparatively fewer thereby enabling continuous production in the Kilns. It has, in support, given the following table of the average days run of each of its three kilns for 1962, 1963 and 1964:—

	1962	1963	1964	
	Days	Days	Days	
Kiln 1	299	344	3 23	
Kiln 2	343	353	34I	
Kiln 3	308	345	293	

It has concluded its written statement by stating that the increased production attained by the Company in 1963-1964 is due to the various factors in respect of which labour had had no share. It has pleaded that 8,400 tons of clinker lying in stock as on 31st December 1963 was utilised for conversion into cement thereby enabling higher cement production. It has stated that this has given practically the entire quantity of 8,900 tonnes of cement which was eligible for the incentive payment in respect of the year 1964. It has submitted that about 50 more persons were employed in 1964 to cope up with the increased requirement of lime-stone from the departmental quarries. It has stated that the additional cost of the Company in employing these 50 persons had amounted to Rs. 90,000/-.

- 47. With regard to the Company's statements that the increased production was to the improvement in capacity and proper working of its machinery the same were not supported at the hearing by any direct, reliable or conclusive evidence. In fact, no evidence at all was led. There is, however, no doubt that the improvement in plant and repairs to the existing machinery especially the klins carried out by the Company has contributed to the higher production, but it is impossible to determine what percentage of the increased production can be attributed to the mechanisation and improvement of the existing machinery and Kilns and the conditions thereof made during the years under reference or any preceding years. There is no satisfactory or reliable evidence to assess how much all the improvements which the Company says it has carried out to its machinery and plant and kilns has contributed to the increased production in either of the 2 years under reference. With regard to the back log of clinkers, it must not be forgotten that the workmen had contributed to their production. As I have stated in respect of such a claim by other companies, there can be little doubt that the workmen by their efforts have also contributed to the increased production, and it would not be unfair to assess the contribution of the workmen at 50% of the increased production
- 48. With regard to the Bonus payments made by the Company for the year 1st April 1964 to 31st March 1965 it was pointed out that that the agreements dated 21st September 1965 and 25th September 1965 entered into by this Company with the two unions specifically provided that the profit bonus at the rate of 7/24th of the total basic wages earned for the said year agreed to be paid, had "taken into account the incentive bonus earned by the Company during the calender year 1964". In the supplementary written statement of the Cement Manufacturers' Association it has been pointed out that out of the incentive bonus of Rs. 76,714 earned by this Company for the year ended 31st December 1963.

a sum of Rs. 61,057.88 was taken to the Profit and Loss Account for the year 31st March 1964. The balance sum of Rs. 15,655.62 along with Rs. 22,265, being the incentive bonus for the year ended 31st December 1964 were shown in the Profit and Loss Account of the Company for the year ended 31st March 1965. Even after this what was agreed was that bonus would be paid to all the permanent employees of the Company at the rate of 3½ months' basic wages/salarles for each of the two years ending 31st March 1964 and 31st March 1965. The payment of bonus for the year ended 31st March 1965 was in terms of the agreements entered into with the workers which took into account the incentive bonus of Rs. 22.265 received by the Company for the calender year 1964. It is, however, noticed that it is only in respect of the payment of bonus for the year 1st April 1964 to 31st March 1965 that the agreements took into account the incentive amounts received during the calender year 1964 and that for the earlier year 1963, there is no such provision. At best, therefore, this Company would be entitled to say that the payment of Rs. 22,265 received by it by way of incentive bonus for the year 1964 was included in determining the profit sharing bonus paid by it. But the same cannot be said for the year 1963. In any case, it must also be remembered that whatever the amount awarded as share to the workmen out of the incentive bonus payment will go into account as' towards the wages which would in fact reduce the available surplus for profit sharing bonus.

- 49. In view of the agreement relating to the bonus for 1964-1965 (1st April 1964 to 31st March 1965) I think this Company has a case in denying the workmen's share in the amount of Rs. 22,265/- received by this Company by way of incentive payment for the year 1964, but not for the year 1963.
- 50. The result will be that the workmen of this Company will be entitled to the claim on the basis of 50:50 of the amount of Rs. 76,713.50 which the Company has received as incentive bonus payment for 1963, which will be distributed among the workers in the manner indicated later.
- 51. Dalmia Dadri Cement Company Limited.—The Cement Factory Workers' Union, Charkhi Dadri, by its written statement of claim dated 30th April, 1965 has stated that cement being a controlled industry, there is acute shortage of cement in the country; that in order to meet this shortage and increase production of cement, the Government introduced the Incentive Bonus Scheme under which, for the year 1963, this Company received incentive bonus payment of Rs. 1,19,750 for 21,772 tonnes of cement produced during the year 31st December, 1963 in excess of the target figure. It has stated that this increased production was solely due to the efforts of the workers in the factory, and that the Company was wrong in not paying anything to its workmen for having given this higher production. The Union has relied upon the Award of the Arbitration Board in dispute between the Kymore Cement Works and its workmen of the A.C.C. and has pointed that under that Award the workmen were granted 50% share in the incentive payments received by that Company for the excess production in its cement works at Kymore for 1963. In its written statement, the Union has also stated that the workmen were entitled to a share in the incentive payments received by the Company for future year i.e. 1964.
- 52. The Company in its written statement dated 3rd May 1965 has submitted that the industrial dispute over the workmen's demand for incentive bonus for the year 1963, was referred by the Punjab Government's Order dated 9th December, 1964 to the Industrial Tribunal, Punjab, where, after the parties had filed their written statements, a preliminary issue was raised with regard to the maintainability of the demand and the validity of the reference, in view of the fact, that there was already settlement for 1963 under which certain amount of consolidated bonus was to be paid which would, according to the Company include both profit and production bonus. But before this issue could be gone into, the instant reference was made and, according to the Company in view of the provisions of Section 10(6) of the Industrial Disputes Act, 1947, "the proceeding before the Industrial Tribunal, Punjab was guashed on such reference having been made to this Honourable National Tribunal". The Company has submitted been made to this Honourable National Tribunal". The Company has submitted that the claim for incentive payment for 1963 is not maintainable in view of the Memorandum of Settlement dated 10th October 1961, copy of which it has annexed to its written statement. It has submitted that the Memorandum of Settlement was arrived at between the Management and all the workmen as represented by the three Unions existing at that time for the factory of the Company at Charkhi Dadri (Punjab). It has stated that this Memorandum of Settlement was filed before the Industrial Tribunal, Punjab, before which disputes ment was filed before the Industrial Tribunal, Punjab, before which disputes ment was filed before the Industrial Tribunal, Punjab, before which disputes ment was filed in Reference No. 26 of 1961 and Award dated 14th June, 1962

in Reference No. 95 of 1960 made Awards in terms of the said settlement and those Awards were published in Punjab Government Gazette. It has stated that under this settlement, the Company was required to pay to the workmen bonus equivalent to 14 months' basic wages for 6 years from 1958—1963, and that it was specifically mentioned therein that this payment would include both profit and production bonus. It has submitted that the agreement to pay bonus including production and profit bonus was arrived at in the expectation of the management that its workmen would give full co-operation and would work with increased efforts in future so that the results would be increased productivity of the plant and improved prosperity of the Company. The Company has for these reasons contended that for the year 1963 the workmen have been compensated under the provisions of the said settlement, under which payments have already been made and it has argued that the demand for incentive payment for 1963 is not tenable and valid. It has submitted that even otherwise, there can be no industrial disputes for incentive payment for 1963 as the workmen have already been pald production bonus for that year. It has further submitted that increase in production was mainly due to the installation of the four dryers for drying raw materials and the workmen are not entitled for any further payment out of the incentive payment to the factory. With regard to the claim for incentive payment for 1964 received by it from Government, it has stated that if the Tribunal decides that some share of the incentive payment received by the Company is to be paid to its employees, it must specify in its Award that this will satisfy the employees' demand for production bonus for which no separate demand would thereafter be entertainable. It has further submitted that cement plant being a highly automatic plant, much of the increase in production is due to technical and mechanical improvements and installation of additional machineries and improved method of

53. The Coment Manufacturers' Association in its supplementary written statement dated 25th March 1966 has shown that this Company earned the following incentive payments:—

In 1963—Rs. 1,19,760 In 1964—Rs. 1,22,496

It has further submitted that these earnings have been shown in the Profit and Loss Account for the year 1963 and 1964, and that the incentive figures were considered for the payment of bonus for the respective years in the form of profit and production bonus as per agreement dated 10th October 1961 with the Union. In regard to this Company also the Cement Manufacturers' Association has contended that if in addition to the bonus payments already made, if this Company were to be directed to pay a share of the incentive payment received by it for the two years 1963 and 1964, it would amount to double bonus payment to the employees. It has, therefore, submitted that this Company is not bound to pay bonus once again on the basis of incentive alone and, therefore, this reference should be rejected.

54. Shri Dudhia, the learned advocate for the Union, at the hearing urged that same argument in respect of this Company's general contentions as were urged by him in respect of the other companies with whose cases I have dealt with earlier. With regard to the agreement of 10th October 1961 on which the Company has relied and copy of which it has annexed as Annexure "I" to its written statement, Shri Dudhia has pointed out that that agreement was entered into in 1961, long before any Incentive Production Scheme was introduced by the Government. He has rightly pointed out that the quantum of bonus agreed upon for each of the years 1958 to 1963 was payment of bonus on ad-hoc basis and there was nothing to show that the quantum of bonus so fixed had taken into account the incentive payment of Rs. 1,19,750 which had been made to the Company by Government more than two years after the agreement was entered into. He has pointed out that what was agreed upon was payment of 14 months' bonus for the 6 years—1958-1963—and the distribution had been made on an ad-hoc basis and that there was nothing to show that the bonus of 21 months

i.e. 18½% of the basic wage earned by the workmen during the year 1963 had taken into account the incentive compensation payment which Government had made to this Company. He has pointed that for the two earlier years i.e., 1961 and 1962 also the agreement had provided the same ad-hoc payment of bonus which would clearly show that the Incentive Payment made in 1963 was not, as it could not possibly be taken into account.

- 55. Shri Kolah, the learned Counsel for the Cement Association, has relied upon the statement in the penultimate paragraph of the Company's written statement in which it had stated that much of the increase in production was due to technical and mechanical improvements and installation of additional machinery and improved methods of production and of the fact that this Company had installed dryers in October and November, 1962 at a cost of Rs. 5,23,319 which it claimed eliminated bottlenecks etc., and resulted in better production. Beyond making these statements there is nothing to show how much there effort of the Company had contributed to the increased production. As in the cases of the other companies dealt with earlier, I am not denying that the technical and mechanical improvements and installation of additional machinery was not conducive to greater production, but there is no evidence to show what increase in production was due to these improvements and installations. On the other hand, as I have stated earlier, it cannot be denied that without the human factor the machinery could not have given the better results. The workmen attend to operate and look after the maintenance and repairs of the machinery and plant and that also contributed to the greater production. Shri Kolah has next referred to the profit figures of the Company and has stated that though the profit for 1963 was Rs. 1183 lakhs and for 1964 it was Rs. 10.33 lakhs it was subject to taxation and left a very small surplus after appropriations had been made. He has relied upon the terms of the Bonus Agreement dated 10th October 1961 but the Company has not been able to meet Mr. Dudhia's argument that the agreement was entered into on 10th October, 1961, and that the bonus payments were ad-hoc payments and there was nothing to show that the amount of incentive payment received during 1963 and 1964 had been taken into consideration in determining the ad-hoc bonus payment which was agreed to under that settlement. It is significant that the bonus payment for each of the years 1960, and 1962 and 1963 and 1964 and 1964 and 1963 and 1964 and 1963 and 1964 and 1961 and 1962 and 1963 were equal to 18\frac{3}{4} of the basic wage earned by the work-men during each of those years. Surely, if the factor of the incentive payment was taken into account in payment of bonus for the year 1963 or 1964 then a higher bonus than granted for the previous years 1960, 1961 and 1962 would have been granted. But the fact is that these payments are ad-hoc payments under an overall settlement of the dispute regarding profit sharing and production bonus. The fact that there is a reference to production bonus in the agreement would not take away the claim of the workmen for a share of the incentive bonus which was an altogether distinct and separate payment made by Government to this factory for the higher production, to which I am satisfied the workmen had by their efforts contributed. With regard to the Profit Bonus Payment for 1964 the Company had paid only 4%, which is the minimum provided for under the Bonus Ordinance. Surely, when only the statutory minimum is paid by way of profit sharing bonus, it cannot be said that the quantum of incentive production bonus had been taken into account. Nor can the payment of statutory minimum bonus deprive the workmen of their right to their share in incentive payment due to higher production to which they have contributed by their own efforts.
- 56. In the result I hold that the workmen of the Dalmia Dadri Cement Company Limited, are entitled to payment of 50% of the incentive bonus payment of Rs. 1,19,760 for 1963 and Rs. 22.496 for 1964. Payment to be made as directed below.
- 57. Mysore Iron and Steel Co. Ltd.—The only Company whose case remains to be considered is the Mysore Iron and Steel Co. Ltd., Bhadravati. This Company, in its short written statement, has stated that it received incentive payment for 1963 and did not qualify for any payment for 1964, on the following basis:—

Calender year	Actual production of cement (Tonnes)	Excess quantity qualifying for (Tonnes)	Incentive payment obtained	
1963	84,794,107	3794,107	Rs. 20,867.59	
1964	80,921.923	Nil	Nil	

It has stated that these incentive payments have been included in the sales proceeds and added to the Profit and Loss amount for the purpose of payment of annual profit bonus for the employees of its cement plant that they have been paid profit bonus equal to 1/6th of their earnings exclusive of D/A and other allowances during the accounting years 1962-1963 and 1963-1964 in accordance with the Industrial Truce concluded between the management and the Mysore Iron and Steel Works Labourers' Association, representing the workmen of the cement plant unit. It has stated that the accounts have not been finalised for the year 1964-1965. It has stated that, besides the above annual profit-bonus, the employees of the cement plant are being paid production incentive bonus ranging from 12% to 40% of the basic wages in accordance with the scales of incentive fixed for the target of the production as per Appendix A. Appendix A gives the incentive production bonus on production tonnage per month. The incentive starts after the production reaches the figure of 6250 tonnes per month after which the percentage of incentive bonus is 12% and it increases with the increased production tonnage per month till 7,700 tonnes. The percentage of incentive bonus payment is 40%. In Appendix B, the Company has given statement showing incentive production bonus of the cement plant paid for the calender years 1963-1964. It appears that in 1963 and 1964 the Company paid Rs. 30,984.37 and Rs. 8,977.98 respectively and the percentage varied from 12% to 15% during 1963 and was 12% for the first two months of January and February 1964 and Nil for the rest of that year. The Company has pointed out that in addition to this it is giving attendance bonus at 5% of the basic wages. It has further stated that in addition to all this a Labour Utilisation Incentive Plan was introduced in this cement plant with effect from 1st December 1963, a copy of which it has annexed as Annexure C to its statement, under which the maximum bonus payable is 35% of the ba

- 58. Under these circumstances, this Company has pleaded that the payment of any further share to the employees of the Cement Plant in the incentive payment allowed by the Central Government, does not arise.
- 59. But at the hearing, no representative of the Company appeared to substantiate the various statements made by the Company in its written statement, or urge anything in opposition to the Union's claim.
- 60. No doubt the Company has been making different kinds of bonus payments to its workmen, but it has not denied the workmen's claim that by their higher efforts, the Company was able to achieve the higher production for 1963, resulting in the Incentive Payment to it of Rs. 20,867.59. Therefore, the only fair thing to do would be to ask this Company also to share the said amount of Rs. 20,867.59 on a 50—50% basis with its workmen in the manner directed below for the rest of the other Companies.
- 61. It is necessary to deal with the oral evidence on record. The employers led the evidence of Shri R. Natarajan, Under Secretary to the Government of India, Ministry of Industry which was formerly known as the Ministry of Industry and Supply. It appears that the Secretary of the Cement Manufacturers' Association had addressed a D/O. letter dated 23rd July, 1965 to Shri R. V. Raman, Joint Secretary, Ministry of Industry & Supply, Government of India. New Delhi enquiring whether some knowledgeable official from the Ministry can appear before this Tribunal to depose to the facts and circumstances surrounding the framing of the Incentive Scheme and who could be cited as a witness in support of the members companies of the Association affected by the reference (Ex-E-3). It appears that Shri R. Natarajan, Under Secretary to the Ministry of Industry, Government of India. in his letter No. 8/15-64/C.E.M.II of August, 1965 (Ex-E-1) stated that it had since been decided to discontinue the Incentive Scheme from 1965, Government did not consider it necessary to send any official to make a statement on the subject before the National Industrial Tribunal. Thereupon, the industry examined the said Shri R. Natarajan as a witness E.W.-1 who identified the said two letters. I may state that the Exhibit E-4 is the original of Exhibit E-1 which is its copy. Shri Natarajan, in his evidence explaining the circumstances in which the Government took the decision to grant Incentive Payments to the Producers of cement, stated that during 1962 and 1963, the Government was exercised about the critical supply position of cement in the country and was keen in taking all possible steps to increase the production of cement in the country during a short term. The Government, therefore, set up a panel composed of leading cement producers and their technical experts. This panel had under consideration various means of maximising production of the Ministry of Commerce and Industry to secure maximum utilisation of the installed capacity. A numbe

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to ensure a proper synchronisation of the working of the various departments and remove production bottle-necks. It was, however, found that a stage has been reached where under the limiting conditions which prevailed then, further progress in getting more out of the installed capacity would be frustrated unless something was done about the chronic difficulties of coal and rail transport Steps were, therefore, taken to remove the difficulties by concerted action of the several agencies of the Government. This resulted in the upper trend in the utilisation of the capacity. Government, however, was aware that in spite of all such measures, there still remains a considerable follow up efforts in which the producer had to apply his mind and resources to the task of overcoming his specific difficulties, big or small which do not lend themselves to categorisation by Government and which cannot be solved by applying remedies common to the industry as a whole. Mr. Natarajan stated that with a view to create a climate in the cement industry under which the producers may be interested to use his ingenuity and take all possible further measures to overcome these specific difficulties in utilising his full capacity, Government decided to allow an extra price to the cement producers in respect of the quantity of cement produced in each factory over and above the highest level of actual production reached during the last 3 years ending 1962. The extra price will be the differential between Rs. 75/- and the then ex-factory price per tonne applicable to the unit. This extra price was paid on all such productions during 1963 and 1964.

- 62. Cross-examined by Shri Dudhia, the learned counsel for the Federation, Shri Natarajan stated that this decision of the Government was taken and notified in January, 1963. He admitted that this decision was not reached at a joint meeting of the Government and the Producers of the Cement. He stated that the Government did not have any idea whether the workmen should or should not share this extra payment. He stated that he did not know whether Dr. R. R. Hattiangadi of the A.C.C. Ltd., was present at the time of the discussions which led to the decision by Government. When he was shown a letter dated 18th June 1963 from R. R. Hattiangadi addressed to Dr. S. T. Merani, Jt. Secretary to the Ministry of Labour and Employment, he stated that he remembered having seen a copy of that letter which was accordingly marked as Ex-X for identification and later marked as (Ex W-2). Witness stated that he did not remember whether a copy of the minutes of the discussions referred to in this letter was forwarded by the Ministry of Labour and Employment to his Ministry. He stated that, if directed, he would be able to send this Tribunal a copy of the said minutes received by his Ministry from the Ministry of Labour and Employment, if the same was available.
- 63. The Federation, thereupon wanted certain documents to be produced by the Ministry of Labour and Employment and therefore, a letter of request was issued by this Tribunal dated 30th April 1966 to the Ministry of Labour and Employment in response to which on 20th September 1966 Shri G. B. Birhade (WW-1) appeared before the Tribunal and was examined as witness by Shri Dudhia Counsel for the Federation. This witness produced the letter dated 14th June, 1963 addressed by Shri S. T. Merani, Joint Secretary to the Ministry of Labour and Employment, Government of India, New Delhi to Shri R. R. Hattiangadi, Managing Director, A.C.C. Ltd., Bombay and Shri H. N. Trivedi, President, Indian National Cement Workers' Federation, Bombay.
- 64. Shri Kolah objected to the production of the copy of this letter from Shri Merani, but I overruled the objection and I marked the copy produced by the witness as Ex. X., for identification and proof. Witness produced from the file a letter dated 18th June 1963 addressed to Dr. S. T. Merani on the printed letter head of the Cement Agencies Ltd., which bore the signature of Dr. R. R. Hattiangadi copy of which was earlier marked as Ex. X for identification (Ex. W-2)). He also produced cyclostyled copy of the record of evidence of the first meeting on Cement held at New Delhi on 13th May, 1963, production of which was objected by Shri Kolah, counsel for the Companies as it bore no initials and signature and the same was marked for identification and proof as Ex. X-1. In cross-examination by Shri Kolah learned counsel for the Employer, the witness stated that he had no personal knowledge of the matter and that he had been deputed only to produce the file asked for. Witness, in cross-examination, stated that there was nothing in the file which he had brought with him to show that the Ministry had communicated the record of what is stated in the letters produced by him as "decisions", to the Cement Manufacturers' Association.
- 65. I may state that at a later stage of the proceedings when it was admitted that no discussion had taken place between Dr. R. R. Hattlangadi and H. N. Trivedi, the President of the Federation after the first Production Committee Meeting on Cement held at Delhi on 13th May, 1963, Shrl Kolah stated that he did not desire to examine Dr. R. R. Hattlangadi.

- 66. On the oral evidence of Shri Natarajan (EW-1) I think, it can be clearly accepted that the Government had no idea whether the labour would or would not share in the extra incentive payment which it decided to grant in 1963. I do not think from the evidence of Shri Natarajan and inference can be drawn that the Government considered that the installed capacity was capable of producing more, but labour was not contributing to additional earning. I think that Shri Natarajan's evidence has not helped either side as in his cross-examination, he has clearly stated that the Government did not have any idea whether labour should or should not share this extra payment. It does appear that the claim was made by labour at the first meeting on cement held in May, 1963. Dr. Hattiangadi's letter Ex. W-2 also clearly shows that the matter was discussed and though no decision might have been reached this question was definitely raised. In any case, workmen were entitled to raise an industrial dispute making the claim under reference and the same has, therefore, to be justified on its merits irrespective of whether the Government did or did not intend that this extra payment should be shared between the industry and the workmen. There is certainly no evidence to suggest that Government did not desire this incentive bonus payment to be shared by the workmen.
- 67. Though the award of the Arbitration Board presided over by Shree S. K. Das, retired judge of the Honourable Supreme Court in the Kymore Cement Works' dispute cannot be relied upon as a precedent or as binding on me, I accept with great respect, the reasoning adopted in the award of the Arbitration Board. The Arbitration Board, in its award, observed:—
 - "As by their Notification, the Government held out allurements to the industry for greater production the claim of the workmen, in our opinion, must be considered on the basis on which claim for "incentive bonus" must be considered. We are not unmindful of the fact that the claims before us, strictly speaking, are not in all respects at par with the claims of incentive bonus, for in the case of the incentive bonus, the norms of production and the rate for the extra production over the norm are fixed in advance, but we have held that the claims before us are more akin to "incentive bonus" than anything else. As this is additional bonus which partakes of the nature of incentive bonus, its amounts cannot have any relation to profits made and must be related to the wages and measured by the amount of work. That is the characteristic of all incentive bonus."
- 68. The Award further stated and directed that "for production exceeding 5,03,000 tons, the Central Government had decided to allow an additional payment of Rs. 5.50 per ton as incentive bonus. The amount allowed by the Government for the production of each year exceeding 5.03,000 tons, should, we think, be shared half and half by capital and labour; The employees should, therefore, be paid in the shape of "incentive bonus", a sum equal to 50 per cent of the amount allowed by the Government as additional price for cement production in excess of 5,03,000 tons a year. The amount will be paid to all the employees including the supervisory staff and employees on the construction work who have worked in the year on the production of which bonus is payable, in the shape of percentage of their basis plus dearness allowance and in proportion thereto. For example, if the total bill of basic wage and D/A is Rs. 1000 and the sum available for distribution to labour is Rs. 100 each employee will get 1/10 of hls basic wage plus D/A as incentive bonus".
- 69. I may also state that a similar dispute as this one in respect of the workmen of the A.C.C. Ltd., Mancheril and the Management of the A.C.C. Ltd., Mancheril, in respect of the incentive bonus payment received by that company for 1964 was referred for adjudication to the learned Industrial Tribunal, Andhra Pradesh, Hyderabad, being industrial dispute No. 62 of 1965 in which the learned Tribunal passed an award which is published in the Andhra Pradesh Gazette, dated 6th October, 1966 at pages 2185 to 2190. The learned Tribunal in para 21 of its award in allowing the claim of the workmen for a share on the basis of 50:50 from the incentive bonus received by that company for 1964. "My findings in the issue in this case is that the extra price, which in reality is incentive bonus, should be shared between the management and the workers".
- 70. For the reasons stated above, I hold that the demand of the workmen for a share in the incentive payment allowed by government to each of the nine cement producing companies mentioned in para 6 of the Award is justified.
- 71. I further hold that the basis of payment for each of the two years 1963 and 1964 shou'd be on a 50:50 basis i.e. half the quantum of the amount of incentive-

[PART II--

payment received for the year 1963 and/or 1964 should be paid to the workmen. Pay shall be made to all the workmen employed during the year for which incentive bonus was received. The amount will be paid in the shape of percentage of their basic wage and dearness allowance and in proportion thereto e.g. if the total bill of the basic wage and dearness allowance is Rs. 1,000 and the sum available for distribution to labour is Rs. 100, each employee will get 1/10th of his basic wage plus dearness allowances as incentive bonus. In other words my Award is for the distribution and payment of the 50 per cent of the amount of incentive payments received by each of the 9 companies, for the years 1963 and or 1964, mentioned in para 6 of the Award, in the manner indicated above. Payment to be made by 1st April 1967.

72. As the workmen have succeeded, I think an order for costs in favour of the Indian National Cement Workers' Federation which has represented the majority of the unions representing the 9 companies would be justified and I direct each of the 9 companies to pay Rs. 250 as costs to the Indian National Cement Workers' Federation. Costs also to be paid by 1st April 1967.

(Sd.) SALIM M. MERCHANT,

Presiding Officer.

[No. 8/58/64/LRIV.]

S.O. 388.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bangalore, in respect of an industrial dispute between the management of the Canara Banking Corporation Limited and their workinen which was received by the Central Government on the 19th January, 1967.

BEFORE THE INDUSTRIAL TRIBUNAL, BANGALORE

Dated 10th January 1966

PRESENT

Shri A. Panchakshariah, B.A. (Hons.) LL.B., Presiding Officer

REFERENCE No. 2 of 1966 (CENTRAL)

First Party: -

Second Party: --

Workmen of

Management of the Kanara Banking Corporation, Ltd.,

Kanera Banking Corporation, Ltd.

Mangalore.

Mangalore.

APPEARANCES:

For the I Party.—Sri A. L. Hebbar, President of the Bank Employees' Association, Coondapur

For the II Party.—Sri K. Shashidhar Rao, President, General Managements' Association, Mangalore.

REFERENCE:

Order No. F.51(45)/65-LRIV, New Delhi, dated 5th March 1966.

AWARD

The Government of India have sent on this Reference in their No. F.51(45)/65-LRIV, dated 5th March 1966 to this tribunal for adjudication. The matter in which adjudication is sought for is in relation to the claim of one Sri K. Rathnekar and 76 other Accountants working in the Kanara Banking Corporation, Ltd., for additional slabs of dearness allowance as per the Settlement arrived at on the 18th August 1964 before the Chief Labour Commissioner (Central), New Delhi, in an industrial dispute Letween the managements of the banks as represented by the Indian Banks Association, Bombay, and the Bombay Exchange Banks' Association, Bombay, and their workmen. My learned predecessor was constituted as an Industrial Tribunal and this dispute had been referred to him. After he laid down his office. I was appointed as the Industrial Tribunal for this Central dispute.

2. This Reference was registered as Reference No. 2 of 1966 (Central) and Notices were taken out to the I Party as also to the II Party. The I Party members are Sri K. Rathnakar and 76 other Accountants named in the list, while the II Party is the Management of the Kanara Banking Corporation, I.td., Mangalore. The I Party has filed a Claim statement in the course of which they have narrated the basis on which they are claiming these additional slabs of dearness allowance. The II Party also has filed a Counter statement in reply to the claim statement of

the I Party. A Rejoinder was also filed on 31st October 1966 by the President and General Secretary of the Bank Employees' Association, South Kanara, Coondapur, Sri A. L. Hebbar. Issues were tramed by me on 21st November 1966 and the case was posted for recording evidence at Mangalore camp on 6th December 1966. On 6th December 1966 Sri A. L. Hebbar, President of the Bank Employees' Association, was present. On behalf of the II Party Sri B. Vittal Pal, Superintendent of the Establishment Section, was present. On behalf of the II Party Sri K. Shashidhar Rao filed a Memo of authorisation and prayed for permission to be granted to him for conducting the case for the II Party. The I Party represented by Sri A. L. Hebbar, filed objections for the appearance of Sri K. Shashidhar Rao on the ground that he is a practising Advocate Similar objections were taken by the II Party against Sri Hebbar appearing for the I Party, Arguments were heard and it is seen that Sri K. Shashidhar Rao is the President of the General Managements' Association, which is an Employers' Association registered under the Indian Trade Union Act. Therefore in the capacity as President of the General Managements' Association Sri K. Shashidhar Rao was permitted to appear for the II Party. Sri A. L. Hebbar was also admitted to represent the I Party As both the parties wanted time the case was adjourned to 7th January 1967, for evidence to be recorded at my Mangalore Camp. Sri A. L. Hebbar was asked to sign the Order Sheet of 7th December 1966, but he refused to sign and went away.

- 3. On 7th January 1967, at my Mangalore Camp, the case was called. None of the I Party members was present. Even the President Sri A. L. Hebbar was absent. No steps were taken and no witnesses were present either. There was no prayer for adjournment by anybody on behalf of the I Party and no reasons were also given for the absence of the President or Secretary or any of the Members of the I Party. Under such circumstances I had no other go but to treat the I party as ex-parte.
- 4. As the claim of the First Party i_S not established, I am of the opinion that the Reference fails and the same is rejected. In the circumstances of the case each party will bear its own costs.

(Sd.) A. PANCHAKSHARIAH,
Presiding Officer,
Industrial Tribunal.
10-1-1967
[No. F. 51(45)/65-LRIV.]

New Delhi, the 30th January 1967

S.O. 389.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the Industrial dispute between the employers in in relation to Messrs D. Abraham and Sons Private Limited, Bombay and their workmen which was received by the Central Government on 19th January, 1967.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

REFERENCE No. CGIT-6 of 1966

Employers in relation to M/s. D. Abraham & Sons Pvt. Ltd.,

AND

Their Workmen

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

APPEARANCES:

For the Employers—Shri L. G. Joshi with Shri M. Abraham Managing Director and Shri A. D. Abraham and Shri M. M. Shah, Chief Accountant for the Employer Company.

For the Workmen—Shri H. K. Sowani, Advocate with S. R. Kulkarni, Secretary and Shri R. A. Pandit. Asstt. Secretary and Shri N. K. Shaik employee for the Transport and Dock Workers' Union.

Dated at Bombay this 12th day of January, 1967.

Industry: Major Port. State: Maharashtra.

AWARD

Part I

1. The Central Government, by the Ministry of Labour and Employment's Order No. 28/2/66/LRIV dated 15th February 1966 made in exercise of powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Act 14 of 1947), was pleased to refer the industrial dispute between the parties above named in respect of the subject matters specified in the following schedule to the said Order to me for adjudication:

SCHEDULE

"Whether the terms and conditions of service of the employees of M/s. D. Abraham and Sons Private Limited, Bombay, other than car drivers in respect of all or any of the following matters require revision and if so to what extent and from what date?

(1) Pay scale.

- (2) Manner and method of fixation of pay.
- (3) Dearness allowance,(4) Overtime allowance,
- (5) Leave.

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- (6) Gratuity.
- (7) Provident Fund.
- (8) Medical benefits."
- 2. After the parties had filed their written statements and the dispute was taken up for hearing, they negotiated for a settlement and at the adjourned hearing on 12th January 1967, filed a joint application recording the terms of settlement which had been reached between them on all the demands under reference except the first three demands relating to (i) Pay Scales, (ii) Manner and method of fixation of pay (fii) Dearness allowance, and prayed that an award Part-I be made in terms thereof. A copy of the said application of the parties containing the terms of settlement is annexure hereto and marked as Annexure 'A'. As I am satisfied that the terms of settlement are fair and reasonable in the facts and circumstances of this case, I accept the same and make an Award Part-I in terms recorded in Annexure 'A' hereto. The dispute with regard to the first three subject matters under reference viz; (i) Pay scale, (ii) Manner and method of fixation of pay and (iii) dearness allowance survives and will be dealt with later.

(Sd.) SALIM M. MERCHANT,

The 12th January, 1967.

Presiding Officer.

[PART II-

ANNEXURE 'A'

BEFORE SHRI SALIM M. MERCHANT, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE No. (CGIT) 6 of 1966

BETWEEN

Messrs. D. Abraham & Sons Private Ltd., Bombay

AND

Their Workmen.

In the matter of overtime allowance, gratuity, Provident Fund and Medical benefits.

May It Please The Honourable Tribunal,

Whereas the Transport and Dock Workers' Union (hereinafter referred to as the Union) representing the employees of Messrs D. Abraham & Sons Private Ltd., (hereinafter referred to as the Company) discussed with the Company the demands of the Union covered by this reference with a view to settlement thereof;

And whereas the Union and the Company have reached a settlement in respect of the demands relating to Overtime allowance, Leave, Gratuity, Provident Fund and Medica benefits;

And whereas the parties desired that the said settlement should be filed before this Honourable Tribunal with a request that the Tribunal may be pleased to make Part-I Award in terms thereof;

Now, therefore, the parties beg to set out the following terms of settlement and request the Honourable Tribunal to make Part-I Award in terms thereof:

Terms of Settlement

Demand

(1) Overtime:

All workers and employees should be paid overtime wages at double the normal rate of wages for the work performed beyond normal working hours on weekly day of rest which is Sunday and or on holidays.

(2) Leave:

All employees should be sanctioned leave with full pay as under:

Casual leave-15 days in a year.

Sick leave-15 days in a year with a right to accumulate upto 120 days.

Privilege leave-40 days in a year with a right to accumulate upto 120 days.

, (3) Gratuity:

All employees should be paid gratuity at the rate of one month's salary including Dearness Allowance per year of service.

Settlement

It is agreed that all workers and employees will be paid overtime allowance as per the provisions of the Bombay Shops and Establishment Act, 1958.

It is agreed that all employees will be sanctioned leave with full pay as under:

Casual leave—7 days in a year.

Sick leave—7 days in a year with a right to accumulate upto 42 days.

Privilege leave-1/11th days number of days present in the previous calendar year with a right to accumulate upto 85 days.

It is agreed that gratuity will be paid to the employees in accordance with the following scheme:

(a) In the event of death or disability to continue further in the service of the Company:-

15 days total wages or salary for each completed year of service subject to a maximum of 15 months total salary or wages to be baid to the disabled employee or in the event of death to the heirs. executors, assignees or nominees of the deceased employee.

(b) In the event of voluntary retirement resignation and termination of service of an employee after 10 years of continuous service in the company:-

15 days total wages or salary for each completed year of service subject to a maximum of 15 months total wages or salary to be paid to the plovees

(e) It is clearly understood that this gratuity scheme is based on the present consolidated wages and in case in future the existing wages are split up into basic wages and dearness allowance or additional D.A. is allowed over and above the existing wages and salaries the parties will be free to re-open this issue of gratuity in order to fix the rate of payment of gratuity.

(d) Wages and salaries for the above purpose shall be the wages and salary last drawn by the workman/employee at the time of the event.

Demand

Settlement

(e) On dismissal from service for misconduct the amount of financial loss caused, if any, to the Company, shall be deducted from the amount of gratuity that may become due to the employee concerned under this scheme.

(4) Provident Fund:

Each employee will be given the benefit of Provident Fund with equal contribution from the employee and the employers at the rate of 81/3 per cent of his full salary inclusive of D.A. The existing P.F. rules of the company should be amended and properly reframed in consultation with the Union.

Since the concern is governed by the Employees' Provident Fund Act. 1952, this demand is not pressed.

(5) Medical Benefits:

All employees should be allowed to obtain medical treatments from the respective family doctors and the medical bills thereof should be reimbursed by the company.

It is agreed that the employees will be allowed medical treatment on the present basis from the Registered General Medical Practioners appointed by the Company in different localities in Bombay City and the medical bills thereof as certified by such Medical practitioners will be reimbursed by the Company as per the present practice. It is agreed that the Union and the Company shall mutually select the areas and the number of such medical practitioners, not exceeding four, to be appointed by the Company. In all other respects the present arangement will be continued.

Period of Agreement

"The period of this settlement shall be till the 31st December 1969 and it may be terminated thereafter by any party after giving notice in writing of two months to the other party"

Bombay, the 12th January 1967.

For Transport & Dock Workers' Union. (Sd.) Illegible,

Secretary.

For, D. Abraham & Sons Pvt. Ltd., (Sd.) Illegible, Mg. Director.

[No. 28(2)/66-LR.IV.]

ORDER

New Delhi, the 27th January 1967

S.O. 390.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Bank of Baroda Limited and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri B. S. Somasundaram shall be the Presiding Officer, with headquarters at Madras and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE.

Whether the action of the management of the Bank of Baroda Limited in appointing Shri Rama Rao, as an Assistant in "G" Grade at their Cochin Branch had adversely affected the chances of promotion of any of the following employees in the service of the Bank in the Madras region?

- 1. Sri Venkatasubban.
- 2. Sri Narayanaswamy.
- 3. Sri A. Subramanlam,
- 4. Srl S. Nagarajan.
- 5. Srl P. Raghavendra Rao.
- 6. Sri Sashikant V. Shah.
- 7. Sri T. K. Viswanatha Davey. 8. Srl C. V. Venkateswaran.
- 9. Sri R. Raghavan
- 10 Sri S. R. Ramachandran.

- 11. Sri K. Cherian.
 12. Sri Kravindaksha Menon.
 13. Sri S. R. Venkatesan.
 14. Sri M. R. Visveswaran.

If so, to what relief are the employees entitled to?

[No. 51(74)/66-LRIV.]

CORRIGENDUM

New Delhi, the 30th January 1967

- S.O. 391.—In the order of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 3833, dated the 6th December, 1966 and published at pages 3452 and 3453 of the Gazette of India, Part II, Section 3 sub-section (ii), at page 3453 after item 13, insert:-
 - "14. Shri M. J. Xavier, Labour Contractor, C/O Messrs Binny and Company Limited, 7, Armenian Street, Madras-1.
 - Shri T. Govindaswamy, Labour Contractor, C/O Messrs Binny and Company, Limited, 7, Armenian Street, Madras-1'.

[No. 28(138)/66-LRIV.1

A. L. HANDA, Under Secy.

(Department of Labour & Employment)

New Delhi, the 21st January 1967

S.O. 392.—In pursuance of sub-Section (1) of Section 14, Sub-section (1) of Section 15, Sections 16, 17 and 18 of the Personal Injuries (Compensation Insurance) Act, 1963 (37 of 1963), and in supersession of the notification of the Government of India in the Ministry of Labour. Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 3089 dated the 6th October, 1966 the Central Government hereby authorises the Chief Inspector of Factories and Chief Inspector of Plantations, West Bengal to exercise the powers under Sections 14, 15, 16, 17 and 18 of the said Act throughout the State of West Bengal and Deputy Chief Inspector of Factories, Deputy Chief Inspector of Plantations, Inspectors of Factories and Inspectors of Plantations to exercise the powers under Sections 14 and 15 of the said Act, within their respective jurisdiction.

[No. 3/40/66-Spl.]

N. N. CHATTERJEE, Jt. Secy.

(Department of Labour and Employment)

New Delhi, the 21st January 1967

S.O. 393.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in

District: Surguja.

relation to the National Coal Development Corporation Limited and their workmen, which was received by the Central Government on the 17th January, 1967.

BEFORE THE INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT (CENTRAL) AT JABALPUR

Dated Jabalpur, December 23, 1966

PRESENT:

Sri G. C. Agarwala, Presiding Officer.

ADJUDICATION CASE No. CGIT-4/1966 (BOMBAY)

ADJUDICATION CASE No. CIT.LC-21/66 (JABALPUR)

In the matter of an industrial dispute in relation to the National Coal Development Corporation Limited and their workmen.

APPEARANCES:

For Employers—Sri R. S. Murthy, Group Personnel Officer (M.P.) N.C.D.C. Ltd.

For Workmen—Sri Gulab Gupta, General Secretary, M.P. Colliery Workers' Federation, Chirimiri (M.P.)

INDUSTRY: Colliery.

AWARD

By Notification No. 5/23/65-LRII, dated 17th January, 1966 the following matters of dispute as stated in three parts, were referred to Central Government Industrial Tribunal, Bombay:

Matters of Dispute

- (i) Whether there was any understanding between the management of the National Coal Development Corporation Limited and the workers represented by the Madhya Pradesh Colliery Workers' f'ederation, in regard to the categorisation of the coal cutting machine drivers? If so, whether the understanding was in respect of all their collieries in the State of Madhya Pradesh or in respect of Korea Colliery only?
- (ii) If, as per the understanding, 50% of the coal cutting machine drivers are to be placed in category IX, what principle should be followed in placing them as such?
- (iii) The date from which the revised categorisation should be made applicable?

The proceedings remained pending before the said Tribunal from 28th January 1966 to 24th September 1966 whereafter by Notification No. 8/141/66 LRII dated 17th September 1966 the reference in question was transferred to this Tribunal. Both the parties to the reference namely, the National Coal Development Corporation Limited, a public incorporated company with Head Office at Ranchi and the workmen of the collieries in relation to coal mines of the employers in M.P. and represented by M.P. Collieries Workers' Federation filed their written statements or statement of claims before the Bombay Tribunal. The written statements or statement of claims before the Bombay Tribunal. The written statement of the employers was a consolidated statement traversing the facts stated by the M.P. Collieries Workers' Federation, to be hereinafter called the Union, by way of rejoinder also. The Union filed their rejoinder before this Tribunal on 29th October 1966. The parties filed documents. The workmen filed 13 documents which were duly proved and were marked Ex. W/1 to W. 13. The employers to be hereinafter called the management, filed 29 papers, out of which 22 were proved and have been marked Ex. M/1 to M/22. The arguments on preliminary objection raised by the management were heard on 29th October 1966. It was, however, considered necessary to record evidence both on preliminary objection scould be recorded. The parties were, therefore, directed to lead evidence on ali the points which they did on 2nd, 3rd and 5th December, 1966. The workmen examined two witnesses S/Sri Gulab Gupta, General Secretary of the Union as W.V.1 and Vidyarthi Pandey, Vice President of the Union, as W.W.2. The management examined four witnesses S/Sri A. N. Banerji, Area General Manager Karanpura Region of N.C.D.C. as E.W.1, B. N. Tripathi, Asstt. Engineer (Electrical & Mechanical) in Giddj—A Colliery of N.C.D.C. as E.W.2, S. K. Bhatnagar, Manager, Duman Hill Colliery as E.W.3, and Sri M. A. Ubaid, E.W.4, Manager Kurasia Colliery. The arguments in the

Before dealing with legal objections and the merits of the controversy, it may be stated at the outset that the terms of the matter of dispute as stated in the Schedule are rather not properly and happily worded. It is implied from the wordings of the Clausc (ii) that if there was an "understanding" 50% of the coal cutting machine drivers have necessarily to be placed in category IX and the only question left to be determined is the principle which should be followed in placing them as such. There is no reference about category VIII which is also in dispute between the parties. Any way, this is a matter which will arise for consideration if at all, after the factual determination of the dispute on merit.

While stating their case the parties have unnecessarily indulged in verbocity and not infrequent repititions. Further not only this, the language used is rather strong reflecting introduction of personal element. This is found more pronounced and conpicuous in the written statement of the management. The written statement alone covers 33 full typed pages and the rejoinder is incorporated in 18 pages. Such a statement was bound to be argumentative and is full with copious repititions. Ignoring the irrelevant matters, I shall deal only with the substance of the objections. Before dealing with the objections some historical background of the dispute will have to be stated.

The National Coal Development Corporation Limited in the State of Madhya Pradesh has twelve collieries as mentioned in para 6 of the written statement. They are:

- 1. Bisrampur
- Korea.
- 3. Duman Hill.
- 4. Churcha.
- 5. Kurasia.
- 6. Jamuna.
- 7. Korba.
- Manikpur.
 Banki.
- 10. Surakachhar.
- 11. Jhingurda and
- 12. Patharkhera.

Categorisation of coal cutting machine drivers had been done by what is known as Coal Award (Majumdar Award) as modified by the Labour Appellate Tribunal dated 29th January 1957. There was also a subsequent Arbitration Award between certain collieries and their workmen known as Coal Arbitration Award of Das Gupta recorded on 30th December, 1959 and which may also have to be referred. Coal cutting machine drivers had been categorised in category VII and VIII for coal cutting machines. Under the Majumdar Award category VIII was to be given to those drivers who were engaged in working short wall or long wall coal cutting machines in gassy mines. For category IX the eligibility was that the drivers should be able to operate universal coal cutter and at any angle and which demands a high degree of skill. In the collieries of M.P. it is an admitted position that there are non-gassy mines and no universal coal cutter is used. In the collieries of Bihar, particularly in Karanpura Region there are, however, gassy mines and a number of drivers in that region are having category VIII and category IX. The origin of the trouble started when a few drivers from Karanpura region were transferred to Korea and Kurasia collieries some time in March, 1963. Some of them were having category IX. This according to the Union caused dis-satisfaction among the drivers doing the same job and Sri Vidyarthi Pandey. W.W. 2, as stated by him took up the matter with the Dy. Superintendent of Collieries, Sri Raja Rao. According to the Union, an "understanding" was reached with Sri Vidyarthi Pandey, that he himself should visit collieries in M.P. Sri Vidyarthi Pandey, therefore, visited Karanpura coal fields at the expense of the management and his tour programme was also arranged by the management. The tour programme (Ex. W.9) shows that he visited different collieries in May, 1963. He found that 50 per cent of the machine drivers were getting category VIII and 50 per cent were in category IX in most of the coal fields. This furnished a ground

according to the Union such an "understanding" as given by the management should be implemented not only for Korea but for all the collieries of N.C.D.C. in M.P. The dispute, however, has been confined for the time being for the collieries of Kurasia, Korea, Bisrampur and Duman Hill but it is contended that the same principle should apply to all the coal mines of the management in M.P., some of which are working and some are closed but may come in operation in future.

With this background the preliminary objections raised by the employers may first be disposed of. Paragraph 4 of the written statement enumerates various grounds of preliminary objections in clauses (a) to (k). Clauses (a) and (b) are too vague to merit any consideration as it is not stated how the matter referred to this Tribunal does not constitute an industrial dispute. The objection probably implies that such an "understanding" cannot be the basis of an industrial dispute. An understanding if it affects terms of employment and conditions for labour must undoubtedly be an industrial dispute as defined in Section 2(k) of the I.D. Act and it is incomprehensible how a dispute for categorisation of drivers cannot be the subject of an industrial dispute. This objection, therefore, has no substance.

Clauses (c) and (d) refer to the happenings before the Conciliation Officer with which this Tribunal is not concerned. The jurisdiction of the Tribunal flows from the reference under Section 10 of the Act and what has happened anterior to the reference is irrelevant for consideration.

Clause (e) states that the dispute has not been competently raised by the Union as the General Secretary who raised the dispute was not competent under, the Constitution of the Union to do so. Whether the dispute was competently raised before the Conciliation Officer or not by the General Secretary is again a matter which is anterior to the reference and could have been considered either by the Conciliation Officer or by the Government before making the reference. It is not for the Tribunal to go into that question and to examine the validity of the reference. It is only concerned with the fact of the reference and the existence of the industrial dispute. The Single Judge case of the Madras High Court Murugan Transport and its workers and another reported in 1960(1) LLJ., p. 349 cited on behalf of the management has no application. Such an objection may be considered by the High Court but is not open for the Tribunal to enquire.

Clause (f) challenges the competency of M. P. Colliery Workers' Federation to represent and raise the dispute on the ground that it has not substantial number of workers in all the collieries as its members. When the management itself had been negotiating with this Union on the dispute for sufficiently long period and not only for one colliery but for all others as would be stated hereafter while discussing the merits, there is no merit in the objection and it does not lie in the mouth of the management to say that the Union is not competent to represent.

Under Clause (g) it is stated that categorisation of coal cutting machine drivers is covered by the Majumdar Award as modified by the Labour Appellate Tribunal and the Das Gupta arbitration award with which the parties are bound and therefore a reference covered by an existing award is incompetent and illegal. Majumdar award as modified by L.A.T. lasted upto 1959, the Government having extended its operation by three years under Section 19(3) of the I.D. Act. The said award could be terminated by notice. The Union has given necessary evidence to prove that they have terminated the award. Shri Gulab Gupta, W.W. I, who is General Secretary of the Union has stated that a notice of termination of the award was given to all the employers of the collieries in which this Union it operating including the N.C.D.C. Ex: W/1 is a true copy of the said notice dated 25th February, 1962. The endorsement shows that the notice was sent to all the competent authorities. There is no reason to doubt his testimony on the point. Das Gupta Arbitration Award as stated at page 7 para 10 under head of the scope of the arbitration clearly states that the reference was not under the Industrial Disputes Act but was based on agreement of the parties. The agreement is reproduced in Appendix A at page 135. Annexure I to the agreement shows that both N.C.D.C. and the I.N.T.U.C. were parties to the agreement. The list of demands, however, shows that the categorisation of coal cutting machine drivers was not one of the subjects covered by the agreement nor does the award deals with the matter. It only deals with time scales within the categorisation. Therefore, the orbitration award of Das Gupta is not at all attracted. Moreover, after an agreement that it would last only upto 25th May, 1060 there is no question of its continuance. Apart from this the agreement

shall be deemed to have been terminated after the alleged understanding. The Honble Supreme Court case Workmen of Western India Match Co. Vs. Western India Match Co. reported in 1962(I)LLJ p. 661 is relevant on the point as also the case of Calcutta High Court Workmen of Continental Commercial Company (P) Ltd. Vs. Government of West Bengal and others reported in the same volume at p. 85. Furthermore, as stated earlier, the Union has already terminated not only the Majumdar Award but also all agreements which ipsofacto would cover Das Gupta agreement arbitration award.

Clause (h) states that categorisation of coal cutting machine drivers is a matter affecting the entire coal industry in the country and therefore a reference for one employer is illegal and null and void. The objection is unfounded. It is a question of fitment of certain class of workers in a particular category and there is nothing basically wrong in the reference.

Clause (i) states that the dispute is a matter of promotion for which the Tribunal has no jurisdiction. Promotion per se may be a managerial function but the jurisdiction of a Tribunal is not affected thereby. It affects the terms and conditions of employment and becomes an industrial dispute.

Clause (j) states that Coal Wage Board is already going into the question of wage structure and therefore the reference is incompetent. Such a consideration does not affect the validity of the reference and may have been a relevant factor for the Government to consider and not for this Tribunal.

Clause (k) states that the "understanding" referred to in the order of reference unless it becomes a settlement as defined in Section 2(p) of the Act is not enforcible and cannot form the basis of a reference. This is a confusion of thought. If it had been a settlement as defined in Section 2(p) there would be no occasion for a reference. It is only because the alleged "understanding" did not mature into a settlement that it resulted in an industrial dispute with the necessary of reference.

Thus all the several grounds on which the preliminary objections had rested are untenable and the dispute under reference will have to be enquired into on merits as stated in the order of reference.

Coming to the matter under dispute, it may be stated at the very outset that the determination is only required on the basis of an "understanding". The question whether coal cutting machine drivers should or should not be allowed category VIII and IX in some of the collieries or in Korea alone independently of the "understanding" and on the basis of difference in working conditions between Karanpura coalfields and the collieries M.P. region is not required to be considered is wholly immaterial. If the management gave an understanding that 50 per cent would be given category VIII and 50 per cent category IX in Korea and in some other collicries even though these collieries in M.P. region are non-gassy and the working conditions are easier they would be bound by that understanding. This has become necessary to state because the management produced evidence to show that working conditions of coal fields in Karanpura region are difficult. Such evidence must, therefore, be ignored.

As stated earlier, it is an admitted case that a few drivers from Karanpura coal fields were transferred to M.P. Collieries. How many were they and to which collieries they came on transfer in March, 1963 is a matter which is not clear in the evidence. Shri Gulab Gupta (W.W. 1) stated that a few came on transfer to Korea colliery. Sri Vidyarthi Pandey, the Vice President, who initiated the dispute stated that both in Korea and Kurasia some coal machines drivers were transferred from Karanpura coal fields and therefore because of dissatisfaction caused by the transferee drivers getting higher category, he took up the dispute with the Dy. Superintendent of Collieries, Sri Raja Rao. Sri A. N. Banerji, Area General Manager (E.W. 1) stated that such drivers came either in Korea or in Duman Hill. Sri S. K. Bhatnagar (E.W. 3) Manager, Duman Hill colliery stated that one driver had come on transfer from Karanpura to Duman Hill with a higher category and which gave cause for the demand by Sri Vidyarthi Pandey. It appears that a few had come on transfer to each of these collieries. Be as it may, it is clear that Sri Vidyarthi Pandey raised a demand and it further appears that he may have had some discussions with the Dy. Superintendent of Collieries, Sri Raja Rao. There was, however, no understanding nor could there be any by the discussion of Sri Vidyarthi Pandey with Sri Raja Rao. Sri Vidyarthi Pandey stated that Sri Raja Rao, Dy. Superintendent of Collieries incharge of Kurasia and Korea collieries had offered that he should go to Karanpura coalfields to examine the position there and if drivers were getting category VIII and IX there, the drivers in these collieries will also be

placed in the same category. He admitted that no minutes were prepared but stated that there was some writing. No attempt was made to get that writing. The Union itself has not based its claim on this supposed offer by Sri Raja Rao as there is no averment on this point in the written statement. Para 2 of the written statement starts with the discussions with the Dy. General Manager and that took place in the second stage on 9th May 1963. The root of the understanding appears to have sprouted from the visit of Sri Kumarmanglam, Dy. General Manager, when he visited Kurasia on 9th May, 1963. He held discussions with representatives of the Union. The record notes of this discussions are Ex. W/2 which is an extract filed by the Union and Ex. M/9 filed by the management is a complete note. It appears that Sri Kumarmanglam had discussed the matter with the representatives of the Union for Duman Hill and Sonawali collieries branch. Item 4 of the notes relates to the subject and may be reproduced:

"Refixation of pay of C. C. M. drivers from Category VII to IX (identical wages for identical jobs).

It was decided to discuss this matter after Shri Pandey's study tour of the Karanpura region."

Since Sri Kumarmanglam was discussing the matter with Sri Vidyarthi Pandey as representative for Duman Hill and Sonawali collieries, it is legitimate to assume that the question of C. C. M. drivers in these collieries only had been discussed and not for other collieries. Sri Vidyarthi Pandey admitted this in his examination. The idea of study tour by Sri Vidyarthi Pandey seems to have been born positively at this meeting. Sri S. K. Bhatnagar (E.W. 3) was also present in that meeting as his name is found included as one of the representatives of the management in Ex. M/9. As adverted to earlier, his pointed evidence that the purpose of the visit of Sri Vidyarthi Pandey was to ascertain the working conditions of Karanpura coal mines is beside the point and may not be considered. But the fact remains that notes of discussions were not recorded but only the result of the discussions was stated in these minutes.

Consequent on this, Sri Vidyarthi Pandey did go to Karanpura coal fields. It may be stated at this stage that Sri Vidyarthi Pandey had not been clothed with the authority of arbitrator or a referee but as a gesture of goodwill, the management seems to have made this offer. The Union has tried to make a capital out of the visit of Sri Vidyarthi Pandey contending thereby that whatever Sri Vidyarthi Pandey found and recorded in his note should be deemed to be binding. This is entirely mis-conceived. As the minutes show that the discussion was postponed till the result of the visit of Sri Vidyarthi Pandey. The tour programme of Sri Vidyarthi Pandey which he submitted to management is Ex. W.9/1 and W.9/2 and tour was to last from 2nd May 1963 to 8th May 1963. For want of necessary intimation to authorities concerned, it appears that this tour programme did not serve the purpose as would appear from the letter of Sri Pandey, Ex. W/10. Sri Vidyarthi Pandey, however, visited some coal mines again in Karanpura region sometime in June. On the basis of this, he sent a report to Dy. Superintendent of Collieries, Kurasia dated 5th August 1963 (Ex. M/8) and in which he desired to have discussions to finalise the dispute about C. C. M. drivers, and others of this area (Korea, Kurasia and Duman Hill). He sent another communication Ex. W. 11 to Manager Korea colliery in which he demanded categories VIII and IX for C. C. M. Drivers on the basis of his study tour. To the similar affect is another communication by Sri Pandey (Ex. W.12) dated 21st November 1963 addressed to Additional Area General Manager, Kurasia colliery. On 25th September 1963 it appears that among other matters there were discussions between Addl. Area Manager Kurasia colliery and Sri Pandey us representative of the Union. The minutes disclose that the Union demanded categories VIII and IX to all the drivers in the M.P. region whereas the management took up the stand that this could not be conceded because the mines in Karanpur fields were gassy. The record of

"In regard to the case of Coal Cutting Machine Drivers, the Union demanded Cat. VIII and IX instead of Cat. VII, to all C. C. M. Drivers because, in Karanpura Group, the Machine Drivers were being given Cat. VIII and IX. It was explained that this was according to the Award where it had clearly laid down that Machine drivers should be in Cat. VIII in Gassy mines and Cat. VII in nongassy mines and Cat. IX for Drivers of Universal type of coal cutters. Since all the mines in Karanpura field are gassy, the Machine Drivers were being paid as such, but here the mines are non-gassy and as such, the drivers are in Cat. VII. The Union, however, contended that it had been previously agreed and recorded that

categorisation of machine drivers in this area would be made on the same basis as at Karanpura. The Union representative stated that they would produce the exact recorded decision in this regard for future consideration."

The last sentence wherein the Union representative agreed to produce exact recorded decision for future consideration is important and that significantly is not forthcoming.

The next stage of the discussion on the subject seems to have taken place on 9th December 1963 as would appear from Ex. W. 13. They were the discussions between the colliery Manager and representatives of the Union including Sri V. Pandey. It records "that the Union's demand was that C. C. M. Drivers in Korea Field should also be paid category IX. It was stated on behalf of the management that the matter should be taken up with the Area General Manager. The Union, however, contended that they have already referred the matter to Dy. General Manager." The matter rested there and no decisions were taken.

Before consideration of the next stage of discussion on the subject which took place at the headquarters of the N.C.D.C. at Ranchi on 24th and 25th October. 1964, it may be mentioned that having failed to the upgrading of C.C.M. drivers in any of the collieries it appears that Sri Gulab Gupta, General Secretary, of the Union took up the matter with Sri Kanti Mehta, General Secretary of the Indian National Mines Workers Federation by means of a letter dated the September 1964 (Ex. W/4). Sri Kanti Mehta seems to have approached the management of N.C.D.C. by means of some communication and the reply of the Dy. General Manager, Sri Kumarmanglam. dated 18th September 1964 (Ex. W/5) is pertinent. In this letter Sri Kumarmanglam categorically stated that C.C.M. drivers in Karanpura were given higher grade because the mines were gassy and some were placed in Category IX for meritoreous performance. For C.C.M. drivers in M.P., he stated that the mines were non-gassy and in terms of the Coal Award they were rightly getting Category VII. This is own document of the workmen which shows that at no previous stage during the discussions at Kurasia on 9th May 1963, Sri Kumarmanglam had agreed to abide by the report of Sri Pandey after his tour. Be that as it may, Sri Gulab Gupta seems to have had some discussions on various points first with the Managing Director and then with Dy. General Manager, Sri Kumarmanglam on 24th and 25th October. 1964. There is some controversy between the parties as to what transpired in this meeting. The meeting with Managing Director, as the minutes of discussions (Ex. M. 12/3) prepared by Sri Gupta and not refuted by the management show did not produce any positive result and Sri Gupta was directed to discuss the matter with Sri Banerjee, Area General Manager and Sri Wadhera during the forthcoming visit. The notes of discussions between him and Sri Kumarmanglam and Sri Wadhera on the management side recorded as Ex. M. 12/2=Ex. W. 6 are not accepted as a correct version by the management. Accordin

"This record note is not an entirely correct version of what transpired in these discussions, which were in any case informal. The record note as prepared by Sri Gulab Gupta, however, would give you a fair idea of what he thinks in respect of certain matters which have given rise to differences between the management and the Union in your field."

The passage clearly indicates that the demand of the workmen as championed by Sri Gupta was not accepted in the discussions with Mr. Kumarmanglam so as to from any basis of understanding. This lent support by the evidence of Sri Banerjee. He stated that he know about the impending meeting between Sri Gupta and Sri Kumarmanglam and he had sent information that no decision should be taken without his being present in the meeting which he could not attend because of short notice. Had there been any clear understanding by reason of which the management had agreed to give Category VIII and IX to C. C. M. drivers in all the collieries, there would have been no occasion for the

subsequent meeting held at Bisrampur on 5th and 6th November and which is the next and the final stage of discussion on the subject.

It appears that Sri Wadhera did visit the coalfields of M.P. and a meeting was arranged at Bisrampur on the 5th and 6th November, 1964 in the office of the Area General Manager. As the Minutes (Ex. M/1) would show, Sri Baneriee and Sri Wadhera represented the management and Sri Gulab Gupta lead the team of the Union. The minutes of this meeting Ex. M/3 a copy of which was sent to Sri Gulab Gupta by covering letter Ex. M/2 would further show that for C. C. M. drivers, an agreement was reached only with regard to Korea. Half were to be placed in Category VIII and the remaining half in Category IX. The selection was left to the discretion of the Area General Manager on the principle of seniority-cum-suitability. It further shows that Sri Gupta agreed to leave the date of implementation to the discretion of the Area General Manager having regard to the date when the demand was made in May 1963.

Shri Gulab Gupta on receipt of the minutes of the note by his letter dated 24th November, 1964 (Ex. M. 4) in reply contended only that it had been agreed that the basis of categorisation would be scniority and not suitability. He did not in any way challenge the fact that the agreement was not only for Korea but for all the collicries of M.P. Sri Banerji in his reply dated 7th December, 1964 (Ex. M/5) reiterated the stand that not only seniority but skill and merit should also govern the placement in Category IX. In his evidence, Sri Banerji has affirmed that the understanding was reached only in respect of Korea Colliery in order to earn goodwill after the prolonged tension and strike in Korea mines which had been highly mechanised. In order to agree to higher category, he wanted to get the best utilisation of machines. It is thus abundantly clear that the understanding reached in this meeting at Bisrampur was only with regard to Korea colliery and not for any other colliery.

From what has been discussed above, the irresistible conclusion is that the management of N. C. D.C. at no stage of the discussions had agreed by way of an "understanding" to place fitment of C.C.M. drivers in categories VIII and IX except for the Korea colliery and for which an understanding was reached on 5th and 6th November at Bisrampur. "Understanding" is not a unilateral act but must be both sided so as to be binding on both parties and capable of being enforced. It must be a promise to do a thing as understood by both parties and not what is conceived or understood by one party alone. It may be that by some erroneous impression the Union, rather the representative Sri Gulab Gupta, carried an impression that the management was agreeable to place C.C.M. drivers in Category VIII and IX for some of the collieries of M.P. as a result of his discussions held at the Head Office in October, 1964 and with Sri Banerjee at Bisrampur in November, 1964 but the circumstances do not indicate that any undertaking as understood by management was given for wholesale upgrading of C.C.M. drivers in any other colliery except Korea for which there were special reason. Issue No. 1 of the Schedule to the order of reference is answered accordingly.

For Issue No. 2 of the reference, 50 per cent of the C.C.M. drivers in Korea as stated by Sri Banerji, Area General Manager, E.W. 1 have already been fitted in Category VIII. None has been given Category IX. This is against the spirit of the understanding arrived at in the meeting dated 5th and 6th November, 1964 at Bisrampur. In the minutes of the meeting which were prepared by the management there is a specific agreement that 50 per cent would be placed in Category VIII and 50 per cent in Category IX. The record note runs as follows:

"It was agreed that the C.C.M. drivers now working in Korea would be placed in Category VIII and IX—half being in Category VIII and the rest in Category IX. As to the basis of selection of personnel for fitting them in these categories. Sri Gupta agreed to leave this to the discretion of the A.G.M., who would adopt the principle of seniority-cum-suitability."

With the above understanding which took the shape of an agreement, the management have now to promote 50 per cent of the C. C. M. drivers in Category IX. The argument of Sri Banerii as stated in his deposition that Category IX was not given because he wanted to reserve this category as a further incentive for good work including attainment of certain norms which had not been attained by any drivers cannot be accepted. Whatever may have been his idea and the reason for agreeing to give Category IX having once made an understanding on the point he cannot be permitted to reside from the same.

As to the principle which should be followed in the placement to Category IX the seniority-cum-merit is the well accepted principle for all promotions. The stand taken by Sri Gupta that scniority alone should govern the fitment is meaningless when the discretion of fitment had been left to the Area General Manager, as recorded in the notes of the minutes Ex. M/3. For the Second Issue under reference, it is held that on the principle of seniority-cum-merit 50 per cent C. C. M. drivers in Korea colliery would be placed in Category IX.

Coming to the third issue under reference as to the date from which the revised categorisation should be made applicable the record of minutes Ex. M/3 namely states that it was left to the discretion of the Area General Manager, having regard to the date when the demand was made in 1963. Sri Gupta in his reply Ex. M/4 dated 24th November, 1964 did not challenge this part of the record if the minutes. Sri Banerji exercised his discretion and allowed higher grade in Category VIII with effect from 1st November, 1964 as stated by him in his deposition. The same date should be made applicable for the placement of C. C. M. drivers in Category IX.

The result is that the understanding was with respect to only Korea colliery and that 50 per cent of the drivers in that area have to be given Category IX with effect from 1st November, 1964 on the principle of seniority-cum-merit. The reference is answered accordingly. No direction is made for costs which shall be easy.

(Sd.)/- G. C. AGARWALA,
Presiding Officer.
[No. 5/23/65-LRII.]

DISTRICT: Shahdol.

New Delhi, the 23rd January 1967

S.O. 394.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal. Jabalpur, in the industrial dispute between the employers in relation to the Birsinghpur Colliery, Post Office Birsinghpur, District Shahdol, (Madhya Pradesh). and their workmen, which was received by Central Government on the 13th January, 1967.

BEFORE THE INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT (CENTRAL) AT JABALPUR

Dated January 7, 1967

PRESENT:

Shri G. C. Agarwala, Presiding Officer.

Adjudication Case No. 40 of 1966

In the matter of an industrial dispute in relation to the Birsinghpur Colliery, Post Office Birsinghpur, District Shahdol (M.P.) and their Workmen.

APPEARANCES:

For the employers—Sri K. C. Jain, General Manager.

For the workmen—Sri G. C. Jaiswal, General Secretary, Johilla Mazdoor Sangh.

INDUSTRY: Colliery.

AWARD

By notification No. 5/42/66-LR II, dated 25th October, 1966 the following matter of dispute as stated in the Schedule to the order of reference was referred by the Central Government for adjudication to this Tribunal:

SCHEDULE

"Whether the termination of the services of Sri G. P. Tiwari, Foreman, by the management of Birsinghpur Colliery with effect from the 26th May, 1960 is justified? If not to what relief is he entitled?"

Both parties filed their written statements before this Tribunal. They were thereafter directed to file rejoinders by 5th January, 1967 which was fixed for preliminary hearing. The parties instead of filing rejoinders filed a compromise petition, terms of which are reproduced in the annexure to this award. The compromise petition has been duly verified before me. The dispute relates to the

termination of services of one Sri G. P. Tiwarl which according to the management was by way of retrenchment, whereas according to the Union it was malafide and illegal. By the terms of settlement the workmen have accepted the termination as a retrenchment and the management have agreed to pay a lump sum of Rs. 6,500/- to Sri G. P. Tiwari in full and final settlement of his dues. The compromise is a fair and a reasonable settlement of the dispute and is accepted. I, therefore, record my award in terms of the compromise settlement.

(Sd.) G. C. AGARWALA, Presiding Officer. 7/1/66.

Annexure

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT JABALPUR

In the matter of reference No. CIT-LC-40 of 1966.

BETWEEN

M/s. Johilla Coalfields Private Ltd., Birsinghpur Colliery, P.O. Birsinghpur-Pali, District Shahdol, M.P.

AND

Their workmen as represented by Johilla Colliery Mazdoor Sangh, P.O. Birsinghpur-Pall, District Shahdol, M.P.

Prayer for passing an Award

May it please the Hon'ble Tribunal,

That both the management and the union have agreed to settle the dispute mutually on the terms mentioned below:—

- (1) That the workmen accept the retrenchment of Sri G. P. Tiwari, Workshop Foreman, with effect from the 26th May, 1966.
- (2) That the management will pay a lump sum of Rs. 6,500/- (Rupees Six thousand five hundred) only in full and final payment of all his dues against the management.
- (3) That the above payment will be made to the workman by the management within one month of the date of this settlement.
- 2. That the parties pray the Hon'ble Tribunal to pass as award accordingly.

Representing workmen

Representing management

1. (Sd.) G. C. Jaiswal General Secretary, Johilla Colliery Mazdoor Sangh.

1. (Sd.) K. C. Jain, General Manager, Johilla Coalfields Pvt. Ltd. Birsinghpur Colliery.

2. (Sd.) ABDUL RAHMAN, Vice President, Johilla Colliery Mazdoor Sangh, Jabalpur. Dated 5th January, 1967.

Witness

- 1. (Sd.) G. P. TIWARI.
- (Sd.) Illegible.

(Sd.) G. P. TIWARI. 5-1-67. (Sd.) G. C. AGARWALA Verified before me.

Part of the Award. (Sd.) G. C. Agarwala 7-1-67.

[No. 5/42/66-LRII.]

New Delhi, the 27th January 1967

S.O. 395.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, No. 2, Calcutta in the industrial dispute between the employers in relation to the Bejdih Colliery of Messrs Equitable Coal Company Limited, Post Office Dishergarh, Burdwan and their workmen which was received by the Central Government on the 20th January, 1967.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, CALCUTTA

REFERENCE No. 12 of 1966

Parties:

Employers in relation to the Bejdin Colliery of M/s. Equitable Coal Co. Ltd.,

ANI

Their workmen.

PRESENT:

Shri S. K. Sen, Presiding Officer.

APPEARANCES:

On behalf of employers-Shri C. L. Ganguly, Advocate.

On behalf of workmen—Shri Jagannath Pandey, Vice-President, Colliery Mazdoor Congress.

STATE: West Bengal.

INDUSTRY: Coal Mines-

AWARD

By Order No. 6/25/65-LRII dated 1st April 1965 the Central Government referred for adjudication an industrial dispute between the employers in relation to the Bejdih Colliery of Messrs Equitable Coal Company Ltd., P.O. Dishergarh, Burdwan and their workmen in respect of the matter specified in the following schedule:

"Whether the termination of services of Sarvashri Tuha Das, Laroo Das and Bandhu Das, Blacksmiths of Bejdih Colliery on medical grounds was justified? If not, to what relief are the workmen entitled?"

- 2. All the three workmen, Tuha Das, Laroo Das and Bandhu Das, were backsmiths engaged at Bejdih colliery. Laroo Das worked in the colliery for about 40 years according to his evidence while Tuha Das worked for 33 years or 34 years and Bandhu Das for 35 or 36 years. Tuha Das was sent by the management for medical examination as to his fitness to the Medical Officer, Sanctoria Hospital on 18th November 1964, with a letter of the manager, Ext. 9, mentioning that Tuha Das was suffering from chronic Bronchial Asthma. On the same date Tuha Das was examined by the Medical Officers at Sanctoria hospital and the Physician-incharge. Dr. B. B. Mukherjee, reported him unfit for further work due to old age, general debility and impaired vision, vide Ext. B. An order was served on Tuha Das by the manager on 24th November 1964 (Ext. 1) wherein he was informed that he had been found unfit for further work and he was directed to take his dues within 7 days.
- 3. Larco Das was next sent for medical examination at Sanctoria hospital on 18th December 1964. He was examined by the Medical Officers of Sanctoria hospital on the same date and declared unfit for work due to old age. general debility and impaired vision vide Ext. C. He was served with an order of discharge. Ext. 1A, on 1st January 1965 wherein he was informed that he was discharged from that date on medical grounds. He was also asked to take all his dues within 7 days.
- 4. Bandhu Das was sent for medical examination on 1st January 1965 to Sanctoria hopsital and the Medical Officers declared him also unfit for work due to old age, general debility and impaired vision and hearing vide the report Ext. D. Bandhu Das was served with an order of discharge, Ext. 1B, on 15th January 1965. He was informed that he was discharged on medical grounds with effect from that date and he was asked to take his dues within 7 days.
- 5. Shri J. Pandey, General Secretary of the Colliery, Mazdoor Congress Independent, sent petitions to the Conciliation Officer, Central, Asansol, after the termination of services of these blacksmiths. Ext. 2C dt. 1st December 1964 is the complaint relating to Tuha Das; Ext. 2D dt. 12th January 1965 is the complaint relating to Laroo Das; Ext. 2B dt. 19th January 1965 is the complaint go Bandhu Das. In each of these letters the General Secretary of the Union stated that the report of the colliery doctor as to the unfitness could not be accepted as true, as the colliery doctor was in the employment of the company and is likely to be guided by the wishes of the employer; and unless the workman was declared medically unfit by a Government doctor in a Medical Board, his services could not be terminated on the ground of unfitness. In each case the prayer was made for reinstatement with benefits for the period of unemployment.

- 6. Conciliation proceedings however failed and accordingly the matter is now before the Tribunal
- 7. In its written statement, the Union has stated that many of the collieries owned by Messrs Equitable Coal Co. Ltd. have become exhausted and that the Bejdih colliery is in a semi-exhausted condition and the company has found it necessary to reduce the number of workmen drastically; and that many workmen of Bejdih colliery have been transferred to other collieries under the same company and that many others have been arbitrarily declared unfit by Medical Officers in the company's employment and their services wrongly terminated on the ground of unfitness. The prayer made by the union is reinstatement with payment of full wages for the period of unemployent or in the alternative retrenchment benefits with full legal compensation under the provisions of Section 25F of the Industrial Disputes Act. It may be mentioned that the three workmen also in their deposition prayed for these alternative reliefs.
- 8. The management in their written statement denied that workmen were sent to Sanctoria hospital for being declared unfit only because they were surplus. The management have stated that between October 1964 to the date of filing of the written statement (29th May 1965) about 600 workmen were transferred from Bejdih colliery to other collieries like Ranipur, Bhanore and Kotadih under the same company and that only a few workmen including the three blacksmiths with whom we are concerned were sent to the Medical Officer and discharged on medical grounds; that there was no surplus in the category of blacksmiths in the collieries of Messrs Equitable Coal Co. Ltd. and that vacancies for posts of five blacksmiths at Ranipur colliery had to be notified by the company to the Employment Exchange; and that if Tuha Das, Laroo Das and Bandhu Das were fit, they would have been transferred to Ranipur colliery instead of the management having to recuit new men; and that the management did not accept the position that unless a workman was declared unfit by a Government doctor in a Medical Board he could not be discharged on the ground of unfitness; and that the three blacksmiths were not found unfit by their own medical officer at Bejdih colliery but by the Medical Officer, Dr. B. B. Mukherjee, of Sanctoria hospital which is maintained not merely by the Equitable Coal Co. Ltd. but also by the Bengal Coal Co. Limited for the benefit of the workmen of the collieries under these two companies; and that the report of an eminent doctor like Dr. Mukherjee was not likely to be influenced by the wishes of the company; the management also made mention of the fact that the opinion of Dr. Mukherjee had not been challenged by the opinion of any other medical practitioner.
- 9. The main point for decision in respect of each of the three blacksmiths is whether the termination of his services on medical ground was justified; in other words, whether the management was right in acting upon the report of Dr. B. B. Mukherjee of Sanctoria hospital?
- 10. Dr. B. B. Mukherjee, the physician in charge of Sanctoria hospital deposed as witness No. 1 for the management. He proved his reports of the examination of the three workmen, Ext. B, C and D. The reports are partly in the hand writing of one Dr. Banerjee, Assistant to Dr. Mukherjee. Dr. Mukherjee stated in his cross examination that Dr. Banerjee, the Assistant physician, had to examine 50 or 60 patients every day, but every case sent for opinion as to fitness for further work was kept for final examination of Dr. Mukherjee after the preliminary examination of Dr. Banerjee. Dr. Mukherjee denied the suggestion made in cross examination that whenever a case is sent by the company for examination as to fitness on medical grounds, the workman is reported to be unfit in all cases. He claimed that each case was examined criticially before opinion was given. Dr. Mukherjee is a qualified doctor. He is not only M.B.B.S. of Calcutta University but F.R.C.S. of Edinburgh and London. It has been urged therefore on behalf of the management that there is no reason to reject his evidence and the result of his examination.
- 11. It is true that the opinion of Dr. Mukherjee is entitled to proper weight. But the opinion of an expert is not final and it is for the court or Tribunal to decide the matter ultimately after due consideration of the expert evidence and other evidence produced in the case. On behalf of the union Dr. Sulit Mitra, a Govt. Medical Officer of Asansol, M.B.B.S. of Calcutta and M.R.C.P. of Edinburgh has been examined as witness no. 5 and has given an opinion contrary to that of Dr. Mukherjee. In respect of Laroo Das his certificate is Ext. 6. Therein he has stated that he found Laroo Das whom he examined on 11-12-66 both physically and mentally fit to work as a supervisor in a blacksmith shop. Tuha Das and Bandhu Das were also examined by Dr. Mitra on 11-12-66 and his certificates

Ext. 7 and Ext. 8 say that they are fit to work as blacksmiths. In Ext. B, C and D, the Medical certificates signed by Dr. Mukherjee of Sanctoria hospital the acuteness of vision in respect of each of the blacksmiths is mentioned as 6/Nil. Dr. Mitra in his evidence has stated that 6/Nil is not a recognised method of stating acuteness of vision and for this opinion Dr. Mitra referred to a standard text book, viz., May and Worth's Diseases of the Eye. From the evidence of Dr. Mukherjee it appears that the examination as to height, weight and acuteness of vision and the presence or otherwise of cataract in the eyes was not made by him or even by his assistant Dr. Banerjee but made by some other person of the hospital who recorded the notes at the left hand margin of the forms. It appears that the procedure is that when a patient is sent to Sanctoria hospital for examination, details as to height, weight and eyes are filled up by some other assistant and then the patient is sent to Dr. Banerjee first and ultimately to the Senior Physician Dr. Mukherjee for an opinion as to further fitness for work. Thus note as to acuteness of vision, 6/Nil, is not a note made by Dr. Mukherjee hinself, but Dr. Mukherjee has said that it means that at the distance of 6 metres the patient was unable to see what he should have been able to see. From Dr. Mitra's evidence it appears that at the distance of 6 metres the patient is expected to see at least the top letter and if he can read that, the acuteness of vision is 6/60; and if he cannot read even top letter the distance of his eye from the chart is reduced; if he can read the letter at the distance of 2 metre the acuteness of his vision is 2/60. It appears that such detailed test was not made at Sanctoria hospital but the assistant who examined the eyes was satisfied that the patient could not see the biggest letter at the distance of 6 metres and therefore noted the vision as 6/Nil. As the blacksmiths concerned are illiterate it is doubtful whether the test against the printed c

12. So far as Laroo Das is concerned he is the oldest of the three workmen and it appears from Ext. C that his age was estimated at Sanctoria hospital as 75 years. Although he hemself gave his age as 58 years, he appeared to be older, his face being lined with folds of loose skin. He explained his appearance by saying that for the two years since his discharge he has not been getting sufficient food and therefore his appearance had deteriorated. He claimed that he was working as a supervisor of blacksmiths and would not have to do heavy work himself. It appears however that in the company's letters he is mentioned as the head blacksmith and not as supervisor. Mohammad Hossain, witness No. 3, for the management who was manager at Beddin colliery at the relevant time stated that there is no difference in the work allotted to senior most blacksmith and any other blacksmith Dr. Mitra's certificate only mentions Laroo Das as fit for supervising the work of blacksmiths. In view of the nature of the work that he was actually doing I accept in the case of Laroo Das the opinion of Dr. Mukherjee that he is not fit for further work. I do not therefore think that the order of the company terminating his services was illegal.

13. In respect of Tuha Das, he claimed to have put in 33 or 34 years service. When he appeared as a witness before the tribunal, he appeared to be suffering from shortness of breath. The manager's letter forwarding him for examination, Ext. D, mentions chronic bronchial Asthma and Ext. B the report of Dr. Mukherjee also mentions that Tuha Das was suffering from cough and breathlessness. Accordingly, though Dr. Mitra reported him to be fit, still in view of Tuha Das's short breath which was noticed when he was before the Tribunal, I do not think that he is fit for further heavy work like that of a blacksmith. In his case also I must uphold the order of the management as proper and legal.

14. In the case of Bandhu Das who claimed to have put in 35 or 36 years service, he appeared to be in tolerably good health when he deposed as a witness. Ext. B, the report of the Sanctoria hospital, shows that his weight was found to be 115 pounds as against 94½ lbs. of Laroo Das and 85 lbs. for Tuha Das. There is no report any breathlessness or similar defect in his case. There is however note of cataract and impaired hearing. There is however the evidence of Dr. Mukherjee that because of cataract only he would not declare a workman unfit. As regards a slight hardness of hearing which was also noticed when Bandhu Das was deposing as a witness before the tribunal, it does not appear to be a defect which would prevent him from working as a blacksmith with the required efficiency. In the case of Bandhu Das, therefore, I cannot accept the certificate of Dr. Mukherjee and would prefer the evidence of Dr. Mitra that he is still fit for work and that he was fit for work when he was discharged.

15. On behalf of the management it was urged that Bejdih colliery was not in a near exhausted condition and there was no occasion for retrenchment of any workman, if the workman was still fit for work, and that in respect of blacksmiths in

particular the company was short of workmen of that category and would not have terminated the services of any blacksmith if he was still fit. But in the written statement of the company it was admitted that 600 workmen had been transferred from Bejdih colliery to other collieries of the company between October 1964 to May 1965. This shows that the company felt the urgent need of reducing the number of workmen at Bejdih colliery. As regards the blacksmiths, the company did not say that the three blacksmiths would have been kept on at Bejdih colliery if they were still fit; it was stated that they would have been absorbed at Ranipur colliery if they were fit for work. But from para 7 of the written statement it appears that the vacancies in the category of blacksmiths at Ranipur arose only recently, that is after the three blacksmiths with whom we are concerned were discharged. After having terminated their services, the company would hardly recall them for employment at Ranipur. Accordingly, the fact that blacksmiths were subsequently required at Ranipur colliery of the same company does not go to show that a blacksmith could not have been discharged at Bejdih colliery on the real ground that he was surplus to requirement. However, as already indicated above, in the case of Laroo Das and Tuha Das I accept the management's case that they were rightly discharged on the ground of being unfit medically. But in the case of Bandhu Das for reasons already stated, I am unable to accept the order of termination of his service as proper.

- 16. It has already been mentioned however that each of the blacksmiths has asked in the alternative for retrenchment benefits and rather than order for reinstatement, I think that an order for retrenchment benefits in the case of Bandhu Das would meet the ends of justice.
- 17. In the case of Laroo Das and Tuha Das, Shri J. Pandey who argued the case for the union has urged that the order terminating their services was illegal because under paragraph 21 of the Standing Orders of the company, for terminating employment in the case of weekly paid employees the management must give one week's notice; in default one week's pay has to be paid. In the orders which were served on Laroo Das and Tuha Das there is no mention of one week's notice or one week's pay in lieu of notice. But the orders terminating service cannot be held to be bad merely because they do not offer a week's wages in lieu of notice. In the written statement of the management it is mentioned in para 2 that the workmen were discharged on payment of one week's wages in lieu of notice. There is no evidence led on this point at the time of hearing. Accordingly, there must be an order that if they were not paid one week's wages in lieu of notice, this must be paid to them.
- 18. I therefore find that the termination of service of Shri Laroo Das and Tuha Das on medical grounds was justified and they are not therefore, entitled to relief, except that if one week's wages in lieu of notice was not given to them the same should now be paid to them. In the case of Bandhu Das, I find that the termination of his service on medical grounds was not justified as he was still fit for further work. I therefore direct that his discharge be treated as retrenchment under Section 25F of the Industrial Disputes Act and that he be paid one month's wages in lieu of notice plus compensation as 15 days' average pay for each year of completer service and any further service in excess of 6 months.

No order is made as to costs.

Sd./- S. K. Sen, Presiding Officer. [No. 6/25/65-LRII.]

ORDERS

New Delhi, the 23rd January 1967

S.O. 396.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Lodna Colliery of New Standard Company (Private) Limited, Post Office Jharia, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of subsection (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the dismissal of Shri Satya Gopal Choudhury by the management of Lodna Colliery (New Standard) of Messrs Madhayji K. Verma and Sons Private Limited with effect from the 16th July, 1964, was an act of victimisation? If so, to what relief is the workman entitled?

[No. 2/117/66-LRII.]

New Delhi, the 24th January 1967

S.O. 397.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the East Jambad Colliery, Post Office Kajoragram, District Burdwan and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, No. 2, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of East Jambad Colliery in stopping, Shri Chintaman Brahman, Night Guard, from work, with effect from the 22nd July, 1966, was justified? If not, to what relief is the workman entitled?

[No. 6/121/66-LRII.]

BALWANT SINGH, Under Secy.

(Department of Labour & Employment)

New Delhi, the 23rd January 1967

S.O. 398.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952), and in supersession of the notification of the Government of India in the late Ministry of Labour and Employment No. S.O. 384 dated the 4th February, 1963, the Central Government hereby appoints Shri M. T. Muthu Pillat to be an Inspector for the whole of the State of Kerala and the Mahe area of the Union territory of Pondicherry for the purposes of the said Act and of any scheme framed thereunder, in relation to any establishment belonging to or under the control of the Central Government or in relation to any establishment connected with a railway company, a major port, a mine or an oil field or a controlled industry.

[No. 20(85)/65-PF-I(i).]

S.O. 399.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952), and in supersession of the notification of the Government of India in the late Ministry of Labour and Employment No. S.O. 2171 dated the 29th August, 1961, the Central Government hereby appoints Shri K. Krishna Menon to be an Inspector for the whole of the State of Madras and Shri R. C. Krishnan to be an Inspector for the whole of the State of Madras and the whole of the Union territory of Pondicherry for the purposes of the said Act and of any scheme framed thereunder, in relation to an establishment belonging to, or under the control of the Central Government, or in relation to an establishment connected with a railway company, a major port, a mine or an oil field or a controlled industry.

[No. 20(85)/65-PF-I(II).]

New Delhi, the 25th January 1967

S.O. 400.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Pattalvalthalal Co-operative Milk Supply Society Limited, Post Office Pattalvalthalai, Trichy District (Madras State) have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act the Central Government hereby applies the provisions of the said Act to the said establishment with effect from the 1st February 1967.

[No. 8(78)66-PF. II.]

DALJIT SINGH, Under Secy.

(Department of Labour & Employment)

New Delhi, the 24th January 1967

S.O. 401.—In exercise of the powers conferred by sub-section 1 of section 5 of the Mines Act, 1952 (35 of 1952), the Central Government hereby appoints Shri L. Ramachandra as Inspector of Mines subordinate to the Chief Inspector of Mines and makes the following further amendment in the notification of the Government of India in the Ministry of Labour and Employment S.O. 531 dated the 2nd March, 1961, namely:—

In the said notification the following entry shall be added at the end namely:—

"(92) Shrl L. Ramachandra".

[No. 8/29/64-MI.]

New Delhi, the 30th January 1967

S.O. 402.—In pursuance of sub-clause (IA) of clause (a) of sub-regulation (1) of regulation 23 of the Metalliferous Mines Regulations, 1961, the Central Government hereby makes the following further amendment in the notification of the Government of India in the late Ministry of Labour and Employment No. 5.O. 250, dated the 6th January, 1966, namely:—

In the Table attached to the said notification, under the heading "Mining Indian" after serial number 1 and the entries relating thereto, the following serial number and entries shall be inserted, namely:—

"IA. Indian School of Mines, Dhanbad

Certificate in Coal Mining (awarded upto 1931)".

Amendment No. (2).

[No. 17/2/67-MI.1

R. C. SAKSENA, Under Secy.

(Department of Labour & Employment)

New Delhi, the 24th January 1967

S.O. 403/PWA/Sec,14/Mines/Oilfields/Air Transport Services.—In exercise of the powers conferred by sub-section (3) of section 14, read with section 24 of the Payment of Wages Act, 1936 (4 of 1936) and in supersession of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 1674 dated the 30th May, 1966, the Central Government hereby appoints the officers mentioned in column (2) of the Table below to be Inspectors for the purposes of the said Act, in the areas specified against them in column (3) thereof, to exercise this functions in respect of all mines, oilfields and air transport services to which the said Act applies, namely:—

TABLE

S1. No.	Officer	Area
(I)	(2)	(3)
6 7 83	Chief Labour Commissioner (Central), New Delhi Deputy Chief Labour Commissioner (Central), New Delhi Deputy Chief Labour Commissioner (Central) (Training), New Delhi Regional Labour Commissioner (Central) (Headquarters), New Delhi Regional Labour Commissioner (Central) (Training), New Delhi Welfare Adviser to the Chief Labour Commissioner (Central), New Delhi Assistant Labour Commissioners (Central), (Training), New Delhi Labour Enforcement Officer (Central), Chief Labour Commissioner's Office (Headquarters-I) New Delhi Labour Enforcement Officer (Central) Chief Labour Commissioner's Office (Headquarters-II), New Delhi	Whole of India except the State of Jammu and Kashmir,

(1)					(2)						(3)
XI. I	Regional I	abour Comm Labour Comn	ission	er (C	entral) Central), 1	Bombay.		•	•	
3	Assistant 1	Labour Comm	ission	er(C	entral)	В	ombay (Head	daua	ters)	1
4	Assistant	Labour Comn	nissio	ner (C	Central	ĺ),	Nagpur.				
5	Assistant	Labour Comr	nissio	ner ((Central	l),	Vasco-d	g-Ga	ma.		1
6		nforcement O	fficers	(Cen	tral) ir	n I	3ombay	Reg	ion v	yith	ł.
		arters at: Bombay-I	•	•	•	٠	•	•	•	•	The State of Maharas
		Bombay-II		•	•	•	•	•	•		tra and the Unio
		Bombay-III			•			:	Ċ		territory of Goa, Da
	(iv)	Poona .					•				man and Diu.
		Bhusawal			•			-		•	ļ
	(<i>v</i>)	Nagpur Chanda	•	•		٠	•	•	•	•	
	(11)	Bombay (He	adana	Tiere-	.T\.	٠	•	•	•	•	
		Bombay (Hea				•	•	•	•	•	!
		Vasco-de-Ga					,				
	(x i)	Ponda .		-							J
		Labour Come								•)
		Labour Comn							•	•	
5	Assistant	Labour Comn Labour Comn	nissio	ner (C	Control	1/5 1	Calcutta	-11. (He	adanı	ertera)	The States of Wes
3	Assistant	Labour Comr	nissio	ner (Centra	í).	Shillong	(110	auqu.	11 (013)	Bengal (excluding
6	Labour E	nforcement O	fficers	ı (Cer	ural), i	in	Calcutt	a reg	ion	with	the districts of Bu
		artrs at.		,							dwan, Birbhun
		Calcutta-I				٠					Bankura and Purulia
		Calcutta-II.	-	•	•	٠	•	•	•	•	Assam and Nage
		Gauhati Dibrugarh	-	•	:	٠	•	•	•	•	Territories of Man
		Kharagpur		:	•		•	•	•	•	pur and Tripura.
		Calcutta (He.			·I)	Ċ		·		Ċ	
	(vii)	Calcutta (He	adqua	rters-	-II)						
		Lumding		•	•			•		•	
	(130)	Siliguri	•	•	•	٠	•	٠	•	•)
IV. 1	Regional	Labour Comn	nissio	ner (C	Central	L).	Madras.	_)
2	Assistant	Labour Com	nissio	ner (0	Central	1),	Madras			•	†
3	A ssistant	Labour Come	nissio	ner (C	Central	l),	Madras ((Hea	ıdqua	rters)	1
		Labour Com								.1.	The Cartes of Modes
5		nforcement O arters at:	incers	i (Cei	itrai), i	П	Mauras :	regie)11 W1	tn.	The States of Madre and Kerala and the
		Tiruchirapa	Ωi	•	•	•	•	•	•	•	Union Territory
		Coimbatore		:	:		·		·	•	Pondicherry.
		Madurai									1
		Trivandrum							•		ł
		Madras Madras (Hea			۲۰.		•	•	•	•	ł
		Madras (Hea				•	•	•	•	•	}
		Ernakulam			••/	:	:	:		:	}
	, ,										
V . 1	Regional I	Lab pur Comm	nissio	ier (C	Central	l),	Jahalpur)
2	: Assistant	Labour Com	niss10	ner (Centra	1),	Jabalpur	(Hea	ıdqua	rters)	
3	Labour H	Labour Com	m19910	ner (Centra	11),	Labalau	r.	ion'	with	
4			, integers	•				reg	TOIL	WILL	
		Jabalpr	:					:	•		The States of Madhya
		Parasia.				:		÷			Pradesh.
]
	(iv)) Ratlam Jabalpur (He Jabalpur (He) Raipur	adqua	rters.	-I)_					•	
	(v)	Jabaipur (He	adqua	irters	-11)	-		•	•	•	
	(vi)	Raipur Balaghat	•		•	•	•	•	•	•	
	(1111)	Raipur Balaghat Chirimiri	•	•				•	•	•	
								:		:	
5	Junior La	Satna Bour Inspecto	or (Cet	ntral)	, Paras	ia)

Assistant Labour Commissioner (Central), Bangalore

(1)					(2)						(3)
5		Labour Con	iniesio	oner (Centi	al),]	Hyde	rabad	(Head	۱- ۲	
6	quarter Assistant quarter	Labour Com	missio		entra	al), Hy	dera	bad (F	iead-		i
7		nforcement C	fficrs (Centr	al), in	Hyde	raba	d region	ı with	١ .	
		arters at: Visakhapatn	am	:		:	:		:	:	
		Vijayawada Gudur	•			•	•	•			
	(iv)	Guntakal	•	•	:		:	:	:	:	The States of Mysore
		Hyderabad Chitradurga			•	•	•	•	•	•	and Andhra Pradesh.
	(vii)	Kothagudiu	m					·	:		
		Hyderabad (Gulbarga	Head	luarte	rs)	:		:	:	:	
		Kolar Gold Bangalore	Field	-	-	•		•	•	•	
	(xii')	Hubli .	:		:		:	:	:	:	
8	(xiii) Tunior La	Mancherial abour Inspec	tors (Cenral	l). wi	th he	ed a	uarters	at:—	•	
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	(11)	Gulbarga	•								
		Lahour Com									1
		Labour Com Labour Com						abad	•	•	
	LabourE	nforcement C							th he	id-	
	quarter	sat: Ajmer.	•		•	•	•	•		•	
	(ii)	Jaipur .			•						The States of Delea
		Jodhpr. Bikaner	•				:		•	•	The States of Rajas- than and Gujarat.
		Rajkot . Kotah .	•	•	٠	•	•		-	•	
	(vii)	Bhilwara	•	:			:			:	
	(viii) (ix)	Adipur (Ka Ahmedabad	ndla)	•	•	•	:	•	•	•	
	(x)	Baroda	_	_							
		Ajmer (Head Ajmer (Head				•	:	:		:	
5		bour Inspect				pur,	•	•	•	٠.	
		Labour Con								. ')
		t Labou r Con Labour Com							. `	. (27	
	Assistant	Lahour Com	missic	ner ((Centra	al), Ra	niga	nj			
5 6	Assistant Labour E	Labour Com nforcement (imissio Officer	oner (1 s (Cen	Centr (tral),	aı), jn in As:	arsu ansol	guaa. Lregion	with	l	The State of Orises
•	headqu	larters at: Asansol	•		. ~				•		and the districts of
		Asansol (He	adqua	rters).	•		•	•	•	:	Burd wan, Birbhum, Bankura and Purulis
		Raniganj Neamatpur	•	•		٠	•	•	•	•	in the State of West Bengal.
	(v)	Ukhra .		:	:		:		:	:	Dengal.
	(vi) (vii)	Jharsuguda Cuttack	•	•	•	•	٠	•		•	
	(viii)	Cuttack Barbil	•	:	:	:	:	:	:	:	
7	Tunior La	Titilagarh. abour Inspect	tors (C	entral), wil	head	quar	ters at:			1
,	(i)	Asansol	• ` _		•	•	•	•	•	•	1
	[11)	Sitarampur	•	•	•	•	•	n	0	٠.	,

(Department of Rehabilitation)

(Office of the Chief Settlement Commissioner)

ORDER

New Delhi, the 27th January 1967

S.O. 404.—In pursuance of rule 76-A of the Disposal Persons (Compensation and Rehabilitation) Rules, 1955, the Central Government hereby makes the following Order to amend the Order published with the notification of the Government of India in the late Ministry of Works, Housing and Rehabilitation (Department of Rehabilitation) No. S.O. 530, dated the 3rd February, 1964, namely:—

In the said Order,

For the words and figures "31st December, 1986", the words and figures "31st March, 1967" shall be substituted.

[No. F. 14(22)Comp & Prop/64.]

A. G. VASWANI.

Settlement Commissioner & Ex-officio Under Secy.

ERRATA

In the Ministry of Labour, Employment & Rehabilitation (Department of Labour & Employment) Order No. 8/35/66-LRII, dated the 13th December, 1966, published in the Gazette of India, Part II—Section 3—Sub-section (ii), dated the 24th December, 1966 as S.O. 3933 at page 3606, the following correction may be made:—

In the first line of the Schedule-

for "Line Ministry" read "Line Mistry".

MINISTRY OF MINES AND METALS

New Delhi, the 27th January 1967

S.O. 465.—In exercise of the powers conferred by sub-section (2) of section 14 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby constitutes a part-time Tribunal consisting of Shri Padam Kant Choudhary, Additional Judicial Commissioner, Ranchi, for the purpose of determining the amount of compensation that may be payable under the said Act in place of the Tribunal constituted under the notification of the Government of India in the Ministry of Mines and Fuel No. S.O. 2245 dated the 12th July, 1962.

[No. C2-1(7)/64.]

C. K. JOSEPH, Under Secy.

ERRATUM

New Delhi, the 24th January 1967

- S.O. 466.—In the Notification of the Government of India in the Ministry of Mines and Metals, S.O. No. 1957 dated the 3rd November, 1966, published in Part II, Section 3, Sub-Section (ii) of the Gazette of India dated the 12th November, 1966, at pages 3092 to 3093:—
 - 1. at page 3092;
 - in line 14, for "if Council House Street, Calcutta" read "1, Council House Street, Calcutta";
 - 2, at page 3093:
 - (i) in line 5, for 'Fogidi' read "Jogidi":
 - (ii) in line 14, for "266" read "366";

- (iii) in line 15, for "8134" read "814" and for "GBardubhi" read "Bardubhi";
- (iv) in line 16. for "21" read "212";
- (v) in line 17, for "Majhiladiah" read "Majhiladih":
- (vi) in line 19, for "Through" read "through";
- (vii) in line 20, for "789" read "798".

[No. C2-20(5)/65.]

K. K. DHAR, Dy. Secy.

MINISTRY OF IRON AND STEEL

New Delhi, the 27th January 1967

S.O. 407/ESS.COMM/IRON & STEEL—2(c).—In exercise of the powers conferred by Sub-Clause (c) of Clause 2 of the Iron and Steel (Control) Order, 1956 as amended from time to time the Central Government hereby directs that the following further amendment shall be made to the Notification of the Government of India, in the Ministry of Steel, Mines and Fuel No. S.O. 1525/ESS.COMM/IRON & STEEL-2(c) dated 29th April 1964.

In the Schedule to the said notification the following entry shall be inserted as item 7, below the entries against Dehl State:—

7. Joint Directors Industries.

4, 5, 10, 11, 12(2), 20, 24(6), 24(c) and 24(d)."

[No. SC(I)-1(2)/67.]

CENTRAL ELECTRICITY AUTHORITY

New Delhi, the 20th January 1967

S.O. 408.—On expiry of the period of his ad hoc appointment, Shri S. A. Quader relinquished charge of the post of Member-Secretary, Southern Regional Electricity Board, Bangalore on the afternoon of the 31st December, 1966.

[No. 6/2/64-Adm.J.]

M. M. DHAWAN, Under Secy. for Chairman, CBA.

G. N. TANDON, Under flecy.

MINISTRY OF EDUCATION

New Delhi, the 6th January 1967

S.O. 409.—In pursuance of sub-rule (2) of rule 9, clause (b) of sub-rule (2) of rule 12, and sub-rule (1) of rule 24, read with rule 34 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, the President hereby makes the following amendment in the Schedule to the notification of the Government of India, in the late Ministry of Scientific Research and Cultural Affairs No. S.O. 2054, dated the 9th September, 1959, namely:—

In the said Schedule, in Part II, General Central Service, Class III, and Part III, General Central Service, Class IV, under the heading "Archaeological Survey

of India", and sub-heading "Headquarters office", for the existing entries in columns 2 and 3, the following entries shall respectively be substituted, namely:—

2

3

Director of Administration

Director of Administration

The above amendments shall be deemed to have come into force with effect from the 1st December, 1965.

[No. F. 1/23/66.CA.I(1).]

New Delhi, the 24th January 1967

S.O. 410.—In exercise of the powers conferred by sub-section (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby rescinds the notification of the Government of India in the Ministry of Education No. S.O. 2628 dated 20th August, 1966 published in Part II section 3(ii) of the Gazette of India dated the 3rd September, 1966.

[No. F. 4-19/66-CAI(I)]
SHARDA RAO (Mrs.)
Assistant Educational Adviser.

New Delhi, the 27th January 1967

E.O. 411.—In exercise of the powers conferred by sub-section (1), read with clause (iv) of sub-section (2), of section 8 of the Hindi Sahitya Sammelan Act, 1962 (13 of 1962), and consequent upon the appointment of Shri Mauli Chandra Sharma as the Secretary of the first Governing Body of the Hindi Sahitya Sammelan, the Central Government hereby appoints Shri Mohan Lal Bhatt as a member of that Body in place of Shri Mauli Chandra Sharma and makes the following further amendment in the notification of the Government of India in the Ministry of Education No. S.O. 1758, dated the 2nd June, 1962, namely:—

In the said notification under the heading 'Members', under the sub-heading '(d) Other Eminent Persons', for the entry (v), the following entry shall be substituted, namely:—

'(v) Shri Mohan Lal Bhatt. Secretary, Rashtrabhasha Prachar Samiti, Wardha.'

[No. F. 30-7/66-H.L.]

N. S. BHATNAGAR, Under Secv.

शिक्षा मंत्रालय

नई दिल्लो, 27 जनवरी 1967

एस॰ मो॰ 412 .—हिन्द साहित्य सम्पेतन अधिनियम, 1962 (1962 का 13वां) की धारा 8 की उपधारा (2) के साथ पढ़े जाने वाले खण्ड (iv), उपधारा (1) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए और श्री मौ लेचन्द्र गर्मा की हिन्दी साहित्य सम्मेलन के प्रथम शासी निकाय के सचिव के रूप में नियु केत के फलस्वरूप केन्द्राय सरकार श्री मौलिचन्द्र शर्मा के स्वात पर श्री मोहनलाल भट्ट को उस निकाय का एक सदस्य नियुक्त करती है और भारत

सरकार शिक्षा मंत्रालय सं० का० आ० 1758, दिनांक 2 जून, 1962 में निम्नलिखित भीर संशोधन करती है, अर्थात्:

उक्त भिक्षसूचना में 'सवस्यों' सीवं के प्रधीन, उप-सीवं '(ध) श्रन्य प्रमुख व्यक्तियों के श्रधीन अविष्ट (v) के स्थान पर निम्नलिखित प्रविष्टि लिख दी जाए, प्रयीत् :---

(v) श्री मोहनलाल भट्ट,

सचिव, राष्ट्रभाषा प्रचार समिति, वर्धा ।

[सं॰ एफ॰ ३०-7/66 एच॰ 1.]

निरंकार स्वरूप भटनागर, भ्रवर सचिव ।

MINISTRY OF TRANSPORT AND AVIATION (Department of Transport and Shipping)

(Transport Wing)

New Delhi, the 28th January 1967

S.O. 413.—In exercise of the powers conferred by section 3 of the Jayanti Shipping Company (Taking Over of Management) Act, 1966 (24 of 1966), the Central Government hereby appoints Shri S. Chakravarti, Secretary to the Government of India, Ministry of Transport and Aviation, to be the Chairman of the Board of Control of the Jayanti Shipping Company Limited, with effect from the 6th January, 1967, vice Dr. Nagendra Singh resigned and makes the following amendment in the notification of the Government of India in the Ministry of Transport and Aviation (Department of Transport, Shipping and Tourism) (Transport Wing), S.O. 1781, dated the 10th June, 1966, namely:—

In the said notification for the entry against serial No. 1, the following entry shall be substituted, namely:—

"Shri S. Chakravarti, Secretary to the Government of India, Ministry of Transport and Aviation—Chairman".

[No. 36-MD(60)/66.]

K. RANGANATHAN, Dy. Secy.

DEPARTMENT OF COMMUNICATIONS

(P. & T. Board)

New Delhi, the 28th January 1967

S.O. 414.—In exercise of the powers conferred by sub-rule (2) of rule 3, clause (b) of sub-rule (2) of rule 12, and sub-rule (1) of rule 24, read with rule 34, of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, the President hereby makes the following further amendments in the notification of the Government of India in the late Ministry of Communications (Posts and Telegraphs) No. S.R.O. 620, dated the 28th February, 1957, namely:—

In the Schedule to the said notification, in "Part II-General Central Service, Class III", under the heading "Post Offices", in the entries against "Wireless Licence Inspector", for the existing entries in columns 2 to 5, the following entries shall be substituted, namely:—

2	3	4	5
"Senior Superintendent of Post Offices; Super- intendent of Post Offices.	Senior Superintendent of Post Offices; Super- intendent of Post Offices.	Ali	Director of Postal Services: Director of Posts and Telegraphs; Deputy Director (in respect of penalties imposed by Superintendent of Post Offices, Class II)"

[No. 44/11/66-Disc.]
D. K. AGARWAL,
Asstt. Director General.

302

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 17th January 1967

S.O. 415.—In exercise of the powers conferred by Sub-section (2) of Section 5 of the Cinematograph Act, 1952, the Central Government has been pleased to appoint Shrimati V. Mulay, Additional Regional Officer to officiate as Regional Officer, Central Board of Film Censors, Bombay, with effect from 13th December, 1966, until further orders.

[No. F.2/34/65-FC.]

PART II-

S.O. 416.—The Central Government has accepted the resignation of Kumari A. M. Nadkarni, from membership of the Advisory Panel of the Central Board of Film Censors at Bombay, with effect from 2nd November, 1966.

[No. F. 11/4/66-FC.]

R. K. GOVIL, Under Secy.

COLLECTORATE OF CENTRAL EXCISE, WEST BENGAL, CALCUTTA

CENTRAL EXCISE

Calcutta, the 19th January 1967

8.0. 417.—In exercise of the powers conferred on me under Rule 5 of the C.H. Rules, 1944, I hereby authorise the Assistant Collectors of Central Excise to exercise the powers under Rules 191A & 191B of C.E. Rules, 1944, in their respective jurisdictions except in regard to the approval of the formula of manufacture.

[No. 1/67.]

D. R. KOHLI, Collector,

CENTRAL BOARD OF DIRECT TAXES

CORRIGENDUM

New Delhi, the 27th January 1967

5.0. 418.—In exercise of the powers conferred by sub-section (1) of section 121 of the Income Tax Act, 1961 (43 of 1961), the Central Board of Direct Taxes hereby directs that in its Notification No 52 (F. No. 55/1/62-IT) dated the 19th August, 1963 published as S.O. 2368 on pages 2740-42 of Part II Section 3(ii) of the Gazette of India dated the 24th August, 1963:

Against 16, West Bengal I, under column 3 of the Schedule appended thereto:

- The existing entry against item (10) shall be substituted by "Hundi" Circle, Calcutta.
- 2. Item (11) shall be deleted.
- 3. Existing items (12) to (20) shall be renumbered (11) to (19).

[No. 7(F. No. 55/13/67-ITA]

A. RAGHAVENDRA RAO, Under Secy.

MINISTRY OF INDUSTRY

(Indian Standards Institution)

New Delhi, the 19th January 1967

S.O. 419—In pursuance of sub-regulation (1) of regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as subsequently amended, the Indian Standards Institution hereby notifies that one hundred and thirtysix licences, particulars of which are given in the Schedule hereto annexed have been renewed:

THE SCHOOLS

Serial No.	Licence No.	Period of Validity		Name and Address of the	Article/Process covered by		
	and Date	From	То	Licensee	the licence	Standard	
I	2	3	4	5	6	7	
I	CM/L-24 19-12-1956	1-1-67	31-12-67	M/s. Light Metal Works, New Sun Mill Compound, Deliste Road, Bombay-13.	Wrought aluminium and aluminium alloy utensils.	- IS: 21-1959 Specification for wrought aluminium and alu- minium alloys for utensils (second revision)	
2	CM/L-34 4-11-1957	16-11-66	15-11- 67	The National Insulated Cable Co. of India Ltd., Sham- nagar (24-Parganas, W. Bengal) having their Regd., Office at Nicco House, Hare Street, Calcutta-1.	stranded conductors	IS: 282-1963 Specification for Hard-drawn copper conductors for overhead power transmission (revised)	
3	CM/L-85 24-4-1958	1-1-67	31-12-67	M/s. Hindustan Timber Industries, 41 Chaulpatty Road, Beliaghata, Calcutta-10		IS: 10-1953 Specification for plywood tea-chests (revised)	
4	CM/L-112 26-12-1958	1-1-67	31-12-67	The Kesar Sugar Works Ltd., 45-47Apolo Street Fort, Bombay-1.	Hydroquinine photographic grade	IS: 388-1963 Specification for hydroquinine, photographic grade (revised)	
5	CM/L-146 28-9-1959	1-1-67	31-12-67	M/s. Bharat Pulverising Mills Pvt. Ltd., 38-A Sayani Road, Bombay-28	BHC water dispersible powder concentrates	IS: 562-1962 Specification for BHC water dispersible powder concentrates (se- cond revision)	

PART

6 I 7 2 3 5 6 CM/L-157 1-1-67 31-12-67 M/s. Shamsher Sterling Cable Type: Corpn. Ltd. Vaswami Man- (a) VIR Voltagegrade Conductor; (i) IS: 434 (Part I)-1964 23-12-1959 Specification for rubber insions. Dinsha Wacha Road, cable for sulated cables with fixed wiring copper Bombay-1. conductors (revised) (i) TRS 250/440 **volts** (tough rubber sheathed) Copper or (ii) IS: 434 (Part II)-1964 (ii) Brai-250/440 Aluminium Specification for rubber ded & Compoun- 650/1100 insulated cables with aluded, minium conductors (revised) (iii) Wea-250/440& ther 650/1100 proof volts (iv) Fla-250/440 me retarding volts (b) VIR flesible cords (v) Twis-250/440 Copper ted and only volts circular artificial silk or glace cotton braided Ltd. Tea-chest Plywood Panels Specification for M/s. Veneer Mills Pvt. IS: 10-1953 7 CM/L-225 1-1-67 31-3-67 tea-chests (reviplywood Tinsukia, Assam 16-9-1960 sed) M/s. Indian Plastics Ltd., Poi- Phenolic moulding materials IS: 1300-1963 Specification for 8 CM/L-244 16-12-66 15-12-67 phenolic moulding sar Bridge, Kandivli, Bomgrade 2 ma-28-11-1960 terials (revised) bay-67

9	CM/L-245 28-11-1960	16-12-66	15-12-67	M/s. Tipco The Industrial Phen Plastics Corporation Ltd., gra 14 Hamam Street, Fort, Bombay-1	nolic moulding materials, ades 1, 2 and 3	IS: 1300-1963 Specification for phenolic moulding materials (revised)
10	CM/L-252 26-12-1960	1-1-67	31-12-67	M/s. Tata Fison Industries Copp Ltd, Union Bank Building, per Dalal Street, Bombay-1.	per oxychloride water dis- rsible powder concentrates	IS: 1507-1959 Specification for copper oxychloride water dispersible powder concentrates
11	CM/L-361 27-11-1961	16-12-66	15-12-67	M/s. Modi Vanaspati Mfg. Co. 18-li Modinagar, Distt. Meerut (U.P.)	itre square tins	IS: 916-1958 Specification for 18-litre square tins.
12	CM/L-363 30-11-1961	16-12-66	15-12-67	M/s. Nielcon Private Ltd., Thre 37-F Parel Road, Cross up Lane, Chinchpokli, Bom- bay-12	ee-phase induction motors lato 10 horse power	IS: 325-1961 Specification for three-phase induction motors (second revision)
13	CM/L-365 12-12-1961	1-1-67	31-12-67		aters for domestic use to watts to 4000 watts capa-	IS: 368-1963 Specification for electric immersion water heaters (revised)
14	CM/L-366 15-12-1961	1-1-67	31-12-67	M/s. Tungabhadra Industries 18-1 Ltd., Kurnool (Andhra Pradesh)	litre square tins .	IS: 916-1958 Specification for 18-litre square tins
15	CM/L-367 15-12-1961	1- 1-67	31-12-67	M/s. Bharat Pulverising Mills End Pvt Ltd, 589 Thiruvottiyur High Road, Madras-19	drin emulsifiable concentrates	IS: 1310-1958 Specification for Endrin emulsifiable con- centrates
16	CM/L-369 22-12-1961	1-1 -67	31-12-67	M/s. D. C. M. Container Works, 18- Najafgarh Road, New Delhi-15	-litre square tins	IS: 916-1958 Specification for 18-litre square tins
17	CM/L-370 22-12-1961	1-1-67	31-12-67	M/s. Excel Industries Pvt. Ltd. Zi 184-87, Ghodbunder Road, Jogeshwari, Bombay-60.	inc phosphide technical	IS:1251-1958 Specification for zinc phosphide technical.

19	CM/L-465 30-12-1962	1-12-66	30-11-67	M/s EAG Minerals Supply, B/1, Hide Road, Kidderpore, Calcutta-23 having their Head Office at P-22 Swallow Lane, Calcutta-1.	BHC dusting powders]	IS: 561-1962 Specification for BHC dusting powders (second revision).
20	CM/L-472 16-11-1962	1-12-66	30-11-67	M/s Bharat Sheet Metal Industries Ltd, 22 Beerpura Lane, Ghugudanga, Dum Dum, Calcutta	Steel drums of grade B2 only	IS: 2552-1963 Specification for steel drums (galvanized and ungalvanized).
21	CM/L-473 20-11-1962	1-12-66	30-11-67	M/s Chandra Electricals, S2/638 Club Road, Varanasi Cantt.	AC and universal fractional horse power motors, single-phase, 1/36 to 1hp and three-phase only	IS: 996-1959 Specification for small AC and universal electric motors with class A insulation.
22	CM/L-477 29-11-1962	16-12-66	31-12-67	M/s Shalimar Tar Products (1935) Ltd, P-46 Hide Road Extension, Kidderpore, Cal- cutta-23 having their Office at 6 Lyons Range, Cal- cutta-1.	Bitumen (Plastic) for water- proofing purposes	IS: 1580-1960 Specification for Bitumen (plastic) for water-proofing purposes.
23	CM/L-479 29-11-1962	1-1-67	31-12-67	M/s Shalimar Tar Products (1935) Ltd, P-46 Hide Road Extension, Kidderpore, Calcutta-23 having their Office at 6 Lyons Range, Calcutta-1	Preformed fillers for expansion joints in concrete non-extruding and resilient type (bitumen impregnated fibre)	IS: 1838-1961 Specification for preformed fillers for expansion joint in concrete non-extruding and resilient type (bitumen impregnated fibre)
24	CM/L-482 3-12-1962	16-12-66	15-12-67	M/s Kamani Metals & Alloys Ltd., Agra Road, Kurla Bombay-70.	Brass sheets, grade Bs 63 only	IS: 410-1959 Specification for rolled brass plate, sheet, strip and foil (revised).
25	CM/L-483 5-12-1962	16-12-66	15-12-67	M/s Lakhi Trading Co, Village Road, Bhandup, Bombay-78 having their Offices at 2nd Jai Hind Estate, Building No. 2, Bhuleshwar, Bom- bay-2 and Lakhi Industrial House, Agra Road, Bhan- dup, Bombay-78(NB)	grade SIC	IS: 21-1959 Specification for wrought aluminium and aluminium alloys for utensils (second revision).
26	CM/L-486 20-12-1962	1-1-67	31-12-67	M/s. Gautam Electric Motors Pvt Ltd, 42 Okhla Industrial Estate, New Delhi-20.	Fractional horse power motors, single-phase I hp and three-phase I/4 hp to I hp.	IS: 996-1959 Specification for small AC and universal electric motors with class A insulation.

30	CM L608 11-12-1963	1-1-67	31-12-67	M/s. Hindustan Steel Ltd., Bhilai Steel Plant, Bhilai-1 Distt. Durg (M.P.) having their Regd. Office at P. O. Hinoo, Ranchi	Structural steel (ordinary qua- lity)	IS: 1977-1962 Specification for structural steel (ordinary qua- lity)
31	CM/L-609 11-12-1963	1-1-67	₹ 31-3-69	The Tata Iron & Steel Co. Ltd., Jamshedpur.	Structural steel (ordinary quality)	IS: 1977-1962 Specification for structural steel (ordinary quality)
32	CM/L-732 29-6-1964	1-8-66	31-7-67	M/s. Sri Rama Machinery Corpn. P. Ltd., Catholic Centre, 5/6 Armenian Street, Madras.	Structural steel (standard quality)	IS: 226-1962 Specification for structural steel (standard quality) (third revision)
33	CM/L-733 29-6-1964	1-8 -6 6	31-7-67	M/s. Sri Rama Machinery Corpn. P. Ltd., Catholic Centre, 5/6 Armenian Street, Madras	Structural steel (ordinary quality)	IS: 1977-1962 Specification for structural steel (ordinary quality)
34	CM/L-821 30-10-1964	16-12-66	15-5-67	M/s. Sreedhar Sago Factory, 81 Omalur Road, Salem-5	Sago (saboodana)	IS:899-1956 Specification for sago (saboodana)
35	CM/L-835 10-11-1964	16-11-66 	15-11-67	The Hindustan Iron & Steel Co. 8 Rajendra Deb Road, Calcutta	Structural steel (standard quality) of the following sections only: (i) M. S. rounds up to 16 mm dia and over 28 mm dia (ii) M. S. squares up to 14 mm square and over 28 mm square. (iii) M. S. angles, flats etc., where the cross sectional area of the sample does not exceed 200 sq. mm.	IS:226-1962 Specification for structural steel (standard quality) (third revision)
36	CM/L-836 10-11-1964	16-11-66	15-11-67	The Hindustan Iron & Steel Co., 8 Rajendra Deb Road, Calcutta		IS: 1977-1962 Specification for structural steel (ordinary quality)

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37	CM/L-837 23-11-1964	16-12-66	[15-12-67	M/s. Lucky Acid & Chemical Works, 32/2 Murari Pukur Road, Calcutta-4	Nitric scid, technical pure and analytical reagent grades	IS: 264-1950 Specification for Nitric acid
38	CM/L-841 25-11-1964	16-12-66	15-12-67	M/s. New Chemi-Mineral Mills Pvt. Ltd., Chakravarti Ashoka Road, Industrial Estate, Kandivli (East) Bombay-67 having their Office at 7-A Dean Lane, Fort, Bombay-1	BHC water dispersible powder concentrates	IS: 562-1962 Specification for BHC water dispersible powder concentrates (second revision).
39	CM/L-844 28-11-1964	1-12-66	30-11-67	M/s. Barnagore Jute Factory Co. Ltd., 284 Maharaja Nanda- kumar Road, Alambazar, Cakutta-35 having their Regd. office at 4 Clive Row, Cakutta-1.	Jute hessian	IS: 2818-1964 Specification for Indian Hessian
40	CM/L-845 28-11-1964	I -12-66	; 30-11-67	M/s. Barnagore Jute Factory Co. Ltd., 284 Maharaja Nandakuma; Road, Alambazar, Calcutta-35 having their Regd. Office at 4 Clive Row, Calcutta-1		IS: 1943-1964 Specification for A-Twill jute bags (revised) IS: 2566-1965 Specification for B-twill jute bags (revised) IS: 2874-1964 Specification for beavy cee jute bags. IS: 2875-1964 Specification for jute corn sacks
41	CM/L-848 28-11-1964	1-12-66	30-11 -6 7	M/s. Kamarhatty Co. Ltd., 907 Graham Road, Kamarhatty, 24 Parganas having their Office at 4 Clive Row, Calcutta-1	Jule hessian	IS: 2818-1964 Specification for Indian hessian
42	CM/L-849 28-11-1964	1-1 2-6 6	30-11-67	M/s Kamarhatty Co. Ltd, 907 Graham Road, Kamarhatty, 24 Parganas having their Office at 4 Clive Row, Calcutta-1		IS: 1943-1964 Specification for A-twill jute bags (revised) IS: 2566-1965 Specification for B-twill jute bags (revised) IS: 2874-1964 Specification for heavy cee jute bags IS: 2875-1964 Specification for jute corn sacks.

43	CM/L-852 28-11-1964	1-12-66	30-11-67	M/s. Budge Budge Jute Mills Co. Ltd., 57 Maulana Azad Road, Budge Budge, Calcutta having their Office at 8 Clive Row, Calcutta-1	Jute hessian	IS: 2818-1964 Specification for Indian hessian
44	CM/L-853 28-11-1964	1-12-66	30-11 -6 7	M/s. Budge Budge Jute Mills J Co. Ltd., 57 Maulana Azad Road, Budge Budge, Calcutta having their Office at 8 Clive Row, Calcutta-1	fute sackings	IS: 1943-1964 Specification for A-twill jute bags (revised) IS: 2566-1965 Specification for B-twill jute bags (revised) IS: 2874-1964 Specification for heavy cee jute bags IS: 2875-1964 Specification for jute corn sacks
45	CM/L-854 28-11-1964	1-12-66	30-11-67	M/s. Delta Jute Mills Co. Ltd., Manikpore, Sankrail, Howrah having their Office at 8 Clive Row, Calcutta-1	Jute hessian	IS: 2818-1964 ^F Specification for Indian hessian
46	CM/L-855 28-11-1964	1-12-66	30-11-67	M/s. Delta Jute Mills Co. Ltd., Manikpore, Sankrail, Howrah having their Office at 8 Clive Row, Calcutta-1		IS: 1943-1964 Specification for A-twill jute bags (revised) IS: 2566-1965 Specification for B-twill jute bags (revised) IS: 2874-1964 Specification for heavy cee jute bags IS: 2875-1964 Specification for jute corn sacks
47	CM/L-856 28-11-1964	1-12-66	30-11-67	M/s. Cheviot Jute Mills Co. Ltd., Badekalinagar, Budge Budge, Calcutta having their Office at 8 Clive Row, Calcutta-1		IS: 2818-1964 Specification for Indian hessian
48	CM/L-857 28-11-1964	1-12-66	30-11-67	M/s. Cheviot Jute Mills Co. Ltd., Badekalinagar, Budge-Budge, Calcutta having their Office at 8 Clive Row, Calcutta-1	- -	IS: 1943-1964 Specification for A-twill jute bags (revised) IS: 2566-1965 Specification for B-twill jute bags (revised) IS: 2874-1964 Specification for heavy cee jute bags IS: 2875-1964 Specification for jute corn sacks

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49	CM/L-860 28-11-1964	1-12-66	30-11-67	The Dalhousie Jute Co. Ltd., Champdany, Distt Hooghly, having their Office at Chartered Bank Bldg., Cakutta-1	Jute hessian	IS: 2818-1964 Specification for Indian hessian.
50	CM/L-861 28-11-1964	1-12-66	30-11-67	The Kinnison Jute Mills Co. Ltd., Titaghur, 24 Parganas, having their Office at Charter- ed Bank Building, Calcutta-1	Jute hessian	IS: 2818-1964 Specification for Indian hessian.
51	CM/L-862 28-11-1964	1-12-66	30-11-67	The Kinnison Jute Mills Co. Ltd., Titaghur, 24 Parganas, having their Office at Chartered Bank Building, Calcutta-1	Jute sackings	IS: 1943-1964 Specification for A-twill jute bags (revised). IS: 2566-1965 Specification for B-twill jute bags (revised). IS: 2874-1964 Specification for heavy cee jute bags. IS: 2875-1964 Specification for jute corn sacks.
52	CM/L-867 28-11-1964	1-12-66	30-11-67	The Standard Jute Co. Ltd., Titaghur, 24 Parganas having their Office at Chartered Bank Building, Calcutta-1	Jute hessian	IS: 2818-1964 Specification for Indian hessian.
53	CM/L-868 28-11-1964	1-12-66	30-11-67	The Union Jute Co. Ltd., 12 Convent Lane, Calcutta-15, having their Office at Char- tered Bank Bldg., Calcutta-1	Jute hessian	IS: 2818-1964 Specification for Indian hessian.
54	CM/L-869 28-11-1964	1-12-66	30-11-67	The Gourepore Co.Ltd., Garifa, 24 Parganas having their Office at 2 Fairlie Place, Calcutta-1	Jute hessian	IS: 2818-1964 Specification for Indian hessian.
55	CM/L-870 28-11-1964	1-12-66	30-11-67	The Gourepore Co. Ltd., Garifa 24 Parganas having their Office at 2 Fairlie Place, Calcutta-1		 IS: 1943-1964 Specification for A-twill jute bags (revised). IS: 2566-1965 Specification for B-twill jute bags (revised). IS: 2874-1964 Specification for heavy cee jute bags. IS: 2875-1964 Specification for jute corn sacks.

56	CM/L-871 2811-1964	1 -12-6 6	30-11-67	The Nuddes Mills Co. Ltd., J. Naihati, 24 Parganas having their Office at 2 Fairlie Place, Calcutta-1	ute hessian	IS: 2818-1964 Specification for Indian hessian.
57	CM/L-872 28-11-1964	I-12 - 66	30-11-67	The Nuddea Mills Co. Ltd., Naihati, 24 Parganas having their Office at 2 Fairlie Place, Calcutta-1	Jute sackings	IS: 1943-1964 Specification for A-twill jute bags (revised). IS: 2566-1965 Specification for B-twill jute bags (revised). IS: 2874-1964 Specification for heavy cee jute bags. IS: 2875-1964 Specification for jute corn sacks.
58	CM/L-873 28-11-1964	1-12-66	30-11-67	M/s. National Co. Ltd., Rajgung, Andul, Howrah having their Office at 18A Brabourne Road, Calcutta-1	Jute hessian	IS: 2818-1964 Specification for Indian hessian.
59	CM/L-874 28-11-1064	1-1 2- 66	30-11-67	M/s. National Co. Ltd., Rajgung Andul, Howrah having their Office at 18A Brabourne Road, Calcutta-1	Jute sackings	IS: 1943-1964 Specification for A-twill jute bags (revised IS: 2566-1965 Specification for B-twill jute bags (revised IS: 2874-1964 Specification for heavy cee jute bags. IS: 2875-1964 Specification for jute corn sacks.
60	CM/L-875 28-11-1964	1-12-66	30-11 -6 7	M/s. Angus Co. Ltd., P. O. Angus, Hooghly having their Office at 3, Clive Row, Cakutta-1	Jute hessian	IS: 2818-1964 Specification for Indian hessian.
61	CM/L-876 28-11-1964	1-12-66	30-11-67	M/s Angus Co. Ltd., P.O. Angus, J. Hooghly having their Office at 3, Clive Row, Calcutta-1	nte sackings	IS: 1943-1964 Specification for A-twill jute bags (revised). IS: 2566-1965 Specification for B-twill jute bags (revised). IS: 2874-1964 Specification for heavy one jute bags. IS: 2875-1964 Specification for jute corn sacks.

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62	CM/L-877 28-11-1964	1-12-66	30-11-67	M/s Samnuggar Jute Factory Co. Ltd., Bhadreswar, Hooghly having their Office at 3, Clive Row, Cakutta-1	Jute hessian	IS: 2818-1964 Indian b	Specification for essian.
63	CM/L-878 28-11-1964	I-12- 6 6	30-11-67	M/s. Sammiggar Jute Factory Co. Ltd. Bhadreswar, Hooghly having their Office at 3 Clive Row, Calcutta-1.	Jute sackings	A-twill ju IS: 2566-196 B-twill ju IS: 2874-196 beavy cee	Specific ation for
64	CM/L-879 28-11-1964	1-12-66	30-11-67	M/s Titaghur Jute Factory Co., Ltd., P. O. Titaghur, 24 Parganas having their Office at 3, Clive Row, Calcutta-1.		IS: 2818-196 Indian hessia	4 Specification for n.
65	CM/L-880 28-11-1964	1-12-66	30-11 -6 7	M/s Titaghur Jute Factory Co., Ltd. P. O. Titaghur, 24 Par- ganas having their Office at 3, Clive Row, Calcutta-1	Jute sackings	A-twill jute IS: 2566-1965 B-twill jute IS: 2874-1964 heavy cee	Specification for
66	CM/L-881 28-11-1964	1-12-66	30-11- 6 7	M/s Victoria Jute Co. Ltd., P.O. Telinipara, Distr. Hooghly having their Office at 3, Clive Row, Calcutta-1	Jute hessian	IS: 2818-1964 Indian hess	Specification for ian.
67	CM/I -882 28-11-1964	1-12-66	30-11-67	M/s Victoria Jute Co. Ltd., P.O. Telinipara, Distr. Hooghly having their Office at 3, Clive Row, Calcutta-1	Jute sackings	A-twill jute IS: 2566-1965 B-twill jute IS: 2874-1964 heavy œe	Specification for

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68	CM'L-887 28-11-1964	1-12-66	32-11-57	M/s Khardah & Company Ltd., Titaghur, 24 Parganas having their Office at 7 Wellesley Place, Calcutta-1	Jute hessian	IS: 2818-1964 Specification for Indian hessian.
69	CM/L-888 28-11-1964	1-12-66	30-11-67	M/s. Khardah & Company Ltd., Titaghur, 24 Parganas having their Office at 7 Wel- lesley Place, Calcutta-I.	Jute sackings	IS: 1943-1964 Specification for A-twill jute bags (revised). IS: 2566-1965 Specification for B-twill jute bags (revised). IS: 2874-1964 Specification for heavy cee jute bags. IS: 2875-1964 Specification for jute corn sacks.
70	CM L-893 28-11-1964	I-I 2- 66	30-11- 6 7	M/s. Hukumchand Jute Mills Ltd., 47, Ghoshpara Road, Halisahar having their Office at 9 Brabourne Road, Cal- cutta-1.	Jute hessian	IS: 2818-1964 Specification for Indian hessian.
71	CM/L-894 28-11-1964	1-12-66	30-11-67	M's. Hukumchand Jute Mills Ltd., 47, Ghoshpara Road, Halisahar having their Office at 9 Brabourne Road, Calcutta -1.	Jute sackings	 IS: 1943-1964 Specification for A-twill jute bags (revised). IS: 2566-1965 Specification for B-twill jute bags (revised). IS: 2874-1964 Specification for heavy cee jute bags. IS: 2875-1964 Specification for jute corn sacks.
72	CM/L-895 28-11-1964	1-12-66	30-11-67	M/s. Anglo-India Jute Mills Co. Ltd., (Lower Mills), P.O. Jagatdal, 24 Parganas having their Office at 31, Netaji Subhas Road, Calcutta-1.	Jute hessian	IS: 2818-1964 Specification for Indian hessian.
73	CM/L—896 28-11-1964	1-12-66	30-11-67	M/s. Anglo-India Jute Mills Co. Ltd., (Lower Mill), P.O. Jagatdal, 24 Parganas having their Office at 31, Netaji Subhas Road, Cakcutta-1.	Jute sackings	IS: 1943-1964 Specification for A-twill jute bags (revised). IS: 2566-1965 Specification for B-twill jute bags (revised). IS: 2874-1964 Specification for heavy cee jute bags. IS: 2875-1964 Specification for jute corn sacks.

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74	CM/L-897 28-11-1964	I-I2- 6 6	30-11-6 7	M/s. Anglo-India Jure Mills Co. Ltd., (Middle Mill), P.O. Jagatdal, 24 Parganas having their office at 31, Netaji Subhas Road, Calcutta-1.		IS: 2818-1964 Specification for Indian bessian.
75	CM/L-898 28-11-1964	1-12-66	3 0-11-6 7	M/s. Angio-India Jute Mills Co. Ltd., (Middle Mill), P.O. Jagatdal, 24 Parganas having their Office at 31, Netaji Subhas Road, Calcutta-1.	Jute sackings.	IS: 1943-1964 Specification for A-twill jute bags (revised). IS: 2566-1965 Specification for B-twill jute bags (revised). IS: 2874-1964 Specification for 1 heavy cee jute bags. IS: 2875-1964 Specification for jute corn sacks.
76	CM/L-899 28-11-1964 ([I-12-66	30-11-67	M/s. Nakarpara Jute Co. Ltd., 220/2. Shibogopal Banerjee Le, Ghusuri, Howrah having their Office at 8, Dalhousie Square East, Calcutta-1.	Jute hessian.	IS: 2818-1964 Specification for Indian hessian.
77	CM/L-900 28-11-1964	1-12-66	30-11-67	M/s. Nakarpara Jute Co. Ltd., 220/2, Shibogopal Banerjee Le, Ghusuri, Howrah having their Office at 8, Dalhousie Square East, Calcutta-1.	Jute sackings.	IS: 1943-1964 Specification for A-twill jute bags (revised). IS: 2566-1965 Specification for B-twill jute bags (revised). IS7: 2874-1964 Specification for heavy cee jute bags. IS: 2875-1964 Specification for jute corn sacks.
	CM/L-901 28-11-1964	1-12-66	30-11-6 7	M/s Shree Ambica Jute Mills Ltd., P.O. Belurmath, Howash having their Office at 23, Netaji Subhas Road, Calcutta-1.	Jute hessian.	IS: 2818-1964 Specification for Indian hessian.

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79	CM/L-902 28-11-1964		1-12-66	30-11-67	M/s. Shree Ambica Jute Mills Ltd. P.O. Belurmath, Howrah having their Office at 23, Netaji Subhas Road, Calcutta-1.	Jute sackings.	IS: 1943-1964 Specification for A-twill jute bags (revised). IS 2566-1965 Specification for B-twill jute bags (revised). IS: 2874-1964 Specification for heavy cee jute bags. IS: 2875-1964 Specification for jute corn sacks.
80	CM/L-909 28-11-1964		1-12-66	30-11-67	The India Jute Co. Ltd., P.S. Serampore, Hooghly having their Office at 16, Strand Road, Calcutta-1.	Jute hessian.	IS: 2818-1964 Specification for Indian hessian.
81	CM/L-910 28-11-1964		1-12-66	30-11-67	The India Jute Co. Ltd., P.S. Serampore, Hooghly having their Office at 16 Strand Road, Calcutta-1.		IS: 1943-1964 Specification for A-twill jute bags (revised). IS: 2566-1965 Specification for B-twill jute bags (revised). IS: 2874-1964 Specification for heavy cee jute bags. IS: 2875-1964 Specification for jute corn sacks.
82	CM/L-911 28-11-1964	•	1-12-66	30-11-67	M/s. Shree Gourishankar Jute Mills (P) Ltd., Ghoshpara Road, P.O. Garulia, Sum- nagar, 24 Parganas having their Office at 10 Clive Row, Calcutta-1.	Jute hessian	IS: 2818-1964 Specification for Indian, hessian.
83	CM/L-912 28-11-1964		1-12-66	30-11-67	M/s. Shree Gourishankar Jute Mills (P) Ltd., Ghoshpara Road, P.O. Garulia, Sum- nagar, 24 Parganas having their Office at 10 Clive Row, Calcutta-1.	Jute sackings,	IS: 1943-1964 Specification for A-twill jute bags (revised). IS: 2566-1965 Specification for B-twill jute bags (revised). IS: 2874-1964 Specification for heavy cee jute bags. IS: 2875-1964 Specification for jute corn sacs.
84	CM/L-921 28-11-1964		1-12-66	30-11-67	M/s. Fort Gloster Indust. Ltd., (New Mill), P.O. Fort Gloster, Rly Station Bauria, Distt. Howrah having their Office at 21, Strand Road, Calcutta-1.	Jute hessian	IS: 2818-1964 Specification for Indian hessian.

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85	CM/L-922 28-11-1964	1-12-66	30-11-67	M/s. Fort Gloster Indust. Ltd., (NewMill), P.O. Fort Gloster, Rly. Station Bauria, Distt. Howrah having their Office at 21 Strand Road, Calcutta-1.	Jute sackings.	IS: 1943-1964 Specification for A-twill jute bags (revised). IS: 2566-1965 Specification for B-twill jute bags (revised). IS: 2874-1964 Specification for heavy cee jute bags. IS: 2875-1964 Specification for jute corn sacks.
86	CM/L-923 28-11-1964	1-12-66	30-11-67	M/s. Fort Gloster Indust. Ltd., (North Mill), P.O. Fort Gloster, Rly. Station Bauria, Distt. Howrah having their Office at 21 Strand Road, Calcutta-1.		IS 28-181964 Specification for Indian hessian.
87	CM/L-924 28-11-1964	1-12-66	30-11-67	M/s. Fort Gloster Indust, Ltd., (North Mill), P.O. Fort Gloster, Rly. Station Bauria, Distt. Howrah having their Office at 21 Strand Road, Calcutta-1.		 IS: 1943-1964 Specification for A-twill jute bags (revised). IS: 2566-1965 Specification for B-twill jute bags (revised). IS: 2874-1964 Specification for heavy cee jute bags. IS: 2875-1964 Specification for jute corn sacks.
88	CM/L-925 28-11-1964	1-12 -6 6	30-11-67	The Hooghly Mills Co. Ltd., 9 Garden Reach Road Kidderpore, Calcutta-4: having their Office at 10 Clive Row, Calcutta-1.	3	IS: 2818-1964 Specification for Indian bessian.
89	CM/L-926 28-11-1964	1-12-66	30-11-67	The Hooghly Mills Co. Ltd., 9 Garden Reach Road Kidderpore, Calcutta-43 having their Office at 10 Clive Row, Calcutta-1.	, 	IS: 1943-1964 Specification for A-twill jute bags (revised). IS: 2566-1965 Specification for B-twill jute bags (revised). IS: 2874-1964 Specification for heavy cee jute bags. IS: 2875-1964 Specification for jute corn sacks.

92	CM/L-929 28-11-1964	1-12-66	30-11 - 67	M/s. Alexandra Jute Mills Ltd., Jagatdal, 24 Parganas having their Office at 3 Netaji Subhas Road, Calcutta-1.	Jute hessian.	IS: 2818-1964 Specification for Indian hessian.
91	CM/L-930 28-11-1964	1-12-66	30-11-67	M/s. Alexandra Jute Mills Ltd., Jagatdal, 24 Parganas having their Office at 3 Netaji Subhas Road, Calcutta-1.	Jute sackings.	IS: 1943-1964 Specification for A-twill jute bags (revised). IS: 2566-1965 Specification for B-twill jute bags (revised). IS: 2874-1964 Specification for heavy cee jute bags. IS: 2875-1964 Specification for jute corn sacks.
92	CM/L-931 28-11-1964	1-12-66	30-11-67	M/s. Eastern Manufacturing Co. Ltd., Ali Hyder Road, Tita- ghur, 24 Parganas having their Office at 3 Netaji Subhas Road, Calcutta-1.	Jute hessian.	IS: 2818-1964 Specification for Indian hessian.
93	CM/L-932 28-11-1964	1-12-66	30-11-67	M/s. Eastern Manufacturing Co. Ltd., Ali Hyder Road, Tita- ghur, 24 Parganas having their Office at 3 Netaji Subhas Road, Calcutta-1.	Jute sackings.	IS: 1943-1964 Specification for A-twill jute bags (revised). IS 2566-1965 Specification for B-twill jute bags (revised.) IS: 2874-1964 Specification for heavy cee jute bags. IS: 2875-1964 Specification for jute corn sacks.
94	CM/L-933 28-11-1964	1-12-66	30-11-67	M/s. Empire Jute Co. Ltd., Titaghur. 24 Parganas having their Office at 3 Netaji Subhas Road, Calcutta-1.	Jute hessian.	IS : 2818-1964 Specification for Indian hessian.
95	CM/L-934 28-11-1964	1-12-66	30-11-67	M/s. Empire Jute Co. Ltd., Titaghur, 24 Parganas having their Office at 2 Netaji Subhas Road, Calcutta-1.	Jute sackings.	IS: 1943-1964 Specification for A-twill jute bags (revised). IS: 2566-1965 Specification for B-twill jute bags (revised). IS: 2874-1964 Specification for heavy cee jute bags IS: 2875-1964 Specification for jute corn sacks.

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96	CM/L-935 28-11-1964.	1-12-66	30-11-67	M/s. Kelvin Jute Co. Ltd., Titaghur, 24 Parganas having their Office at 3 Netaji Subhas Road, Calcutta-1.	Jute hessian.	lS: 2818-1964 Specification for Indian hessian.
97	CM/L-936 28-11-1964	1-12 -6 6	30-11-67	M/s. Kelvin Jute Co. Ltd Titaghur. 24 Parganas having their Office at 2 Netasji Subhas Road, Calcutta-1.	Jute sackings.	IS: 1943-1964 Specification for A-twill jute bags (revised). IS: 2566-1965 Specification for B-twill jute bags (revised). IS: 2874-1964 Specification for heavy cee jute bags. IS: 2875-1964 Specification for jute corn sacks.
98	CM/L-937 28-11-1964	1-12-66	30-11-67	M/s. Presidency Jute Mills Co. Ltd., Rishra, Hooghly having their Office at 3 Netaji Subhas Road, Calcutta-1.	Jute hessian	IS : 2818-1964 Specification for Indian bessian
99	CM/L-938 28-11-1964	1-12 -6 6	30-11-67	M/s. Presidency Jute Mills Co. Ltd., Rishra, Hooghly having their Office at 3 Netaji Subhas Road, Calcutta-1.	Jute sackings.	IS: 1943-1964 Specification for A-twill jute bags (revised). IS-2566-1965 Specification for B-twill jute bags (revised). IS-2874-1964 Specification for heavy cee jute bags. IS: 2875-1964 Specification for jute corn sacks.
100	CM/L-939 28-11-1964	1-1 2-6 6	30-11-67	The General Industrial Society Ltd., Gondalpara, Hooghly having their Office at 15 India Exchange Place, Cal- cutta-1.	7 Jute hessian	IS: 2818-1964 specification for Indian hessian
101	CM/L-940 28-11-1964	1-12-66	30-11- 6 7	The General Industrial Society Ltd., Gondalpara, Hooghly having their Office at 15 India Exchange Place, Calcutta-1.	7 Jute sackings.	IS: 1943-1964 Specification for A-twill jute bags (revised). IS: 2566-1965 Specification for B-twill jute bags (revised).

						IS-2874-1964 Specification for heavy cee jute bags. IS: 2875-1964 Specification for jute corn sacks.	SEC. 8(11)]
102	CM/L-941 28-11-1964	1-12-66	30-XI-67	M/s. New Central Jute Mills Co. Ltd., (Albion Mills), Budge Budge, 24 Parganas having their Office at 11 Clive Row, Calcutta-1.	Jute hessian	IS: 2818-1964 Specification for Indian hessian.	THE GA
153	CM/L-942 28-11-1964	1-12-66	30-11-67	M/s. New Central Jute Mills Co. Ltd., (Albion Mills), Budge Budge, 24 Parganas having their Office at 11 Clive Row, Calcutta-1.	Jute sackings!	IS: 1943-1964 specification for A-twill jute bags (revised). IS: 2566-1965 Specification for B-twill jute bags (revised). IS: 2874-1964 Specification for heavy cee jute bags. IS: 2875-1964 Specification for jute corn sacks.	GAZETTE OF INDIA:
101	CM/L-943 28-11-1964	1-12-66	30-11-67	M/s. New Central Jute Mills Co. Ltd., (Lothian Mills), Budge Budge, 24 Parganas having their Office at 11 Clive Row, Calcutta-1.	Jute hessian	IS: 2818-1964 Specification for Indian hossian	FEBRUARY
105	CM/L-944 28-11-1964	I-12-66	30-11-67	M/s. New Central Jute Mills Co. Ltd., (Lothian Mills), Budge Budge, 24 Parganas having their Office at 11 Clive Row, Calcutta-1.	Tute sackings	IS: 1943-1964 Specification for A-twill jute bags (revised). IS: 2566-1965 Specification for B-twill jute bags (revised). IS: 2874-1964 Specification for heavy cee jute bags. IS: 2875-1964 Specification for jute corn sacks	4, 1967/MAGHA 15,
106	CM/L-949 28-11-1964	1-12-66	30-11-67	M/s. Shree Hanuman Jute Mills, 76 Jogendra Nath Mukherjee Road, Ghusuri, Howrah having their Office at 8 Dalhousi Square East, Calcutta-1.	•	IS: 2818-1964 Specification for Indian hessian.	5, 1888 921

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107	CM/L950 28-11-1964	1-12-66	30-11-67	M/s. Shree Hanuman Jute Mills, 76 Jogendra Nath Mukherjee Road, Ghusuri, Howrah hav- ing their Office at 8 Dalhousie Square East, Calcutta-1.	Jute sackings	IS: 1942-1964 Specification for A-twill jute bags (revised) IS: 2566-1965 Specification for B-twill jute bags(revised) IS: 2874—1964 Specification for heavy cee jute bags. IS: 2875—1964 Specification for jute corn sacks.
801	CM/L-953 28-11-1964	1-12-66	30-11-67	M/s. Shree Mahadeo Jute Mills Co, 226 G. T. Road, Bally, Howrah having their Office at 46 Strand Road, Calcutta.	Jute hessian	IS: 2818-1964 Specification for Indian hessian.
109	CM/L-954 28-11-1964	1-12 -6 6	30-11-67	M/s Shree Mahadeo Jute Mills Co, 226 G. T. Road, Bally, Howrah having their Office at 46 Strand Road, Calcutta-1.	Jute sackings	IS: 1942-1964 Specification for A-twill jute bags (revised) IS: 2566-1965 Specification for B-twill jute bags (revised) IS: 2874-1964 Specification for heavy ceeiute bags. IS: 2875-1964 Specification for jute corn sacks
10	CM/L-955 28-11-1964	1-12-66	30-11-67	M/s Bharat Tute Mills Ltd., Dasnagore, Howrah having their Office at 29 Strand Road, Calcutta-1.		IS: 2818-1964 Specification for Indian hessian.
ſΙΙ	CM/L-956 28-11-1964	1-12-66	30-11-67	M/s Bharat Jute Mills Ltd., Das- nagore, Howrah having their Office at 29 Strand Road, Cal- cutta-1.	Jute sackings	 IS: 1943-1964 Specification for A-twill jute bags (revised) IS: 2566-1965 Specification for B-twill jute bags (revised) IS: 2874-1964 Specification for heavy cee jute bags. IS: 2875-1964 Specification for jute corn sacks.

112	CM/L-963 28-11-1964	1-1 2- 66	30-11-67	M/s Naffar Chandra Jute Mills Ltd., Kankinarrah, 24 Parga- nas having their Office at 36 Strand Road, Calcutta-1.	Jute hessian	IS: 2818-1964 Specification Indian hessian	for \$(ii)]
113	CM/L-964 28-11-1964	I-12-6 6	30-11-67	M/s Naffar Chandra Jute Mills Ltd., Kankinarrah, 24 Parganas having their Officeat 36 Strand Road, Calcutta-1.	Jute sackings	IS: 1943-1964 Specification A-twill jute bags (revised) IS: 2566-1965 Specification B-twill jute bags (revised) IS: 2874-1964 Specification heavy cee jute bags. IS: 2875-1964 Specification jute corn sacks.	for G
114	CM/L-965 28-11-1964	1-12-66	30-11-67	M/s Shree Luchminaram Jute Mfg.Co.Ltd.,107C.S.Mukher jee Street, Konnagar, Hooghly.		IS: 2818-1964 Specification Indian hessian.	for ITE OF
115	CM/L-966 28-11-1964	I-12-66	30-11-67	M/s Shree Luchminarain Jute Mfg. Co. Ltd., 107 C.S. Mu- kherjee Street, Konnagar, Hooghly.	Jute sackings	IS: 1943-1964 Specification A-twill jute bags (revised) IS: 2566-1965 Specification B-twill jute bags (revised) IS: 2874-1964 Specification heavy cee jute bags, IS: 2875-1964 Specificat for jute corn sacks.	for INDIA: FEB
116	CM/L-971 28-11-1964	1-12 -6 6	30-11-67	M/s Chitavalsah Jute Mills Co. Ltd., Chittavalsah, Visakha- patnam having their Office at 3 Netaji Subhas Road, Cal- cutta-1.	Jute hessian	IS: 2818-1964 Specification Indian hessian.	4,
117	CM/L-972 28-11-1964	1-12-66	30-11-67	M/s Chitavalsah Jute Mills Co. Ltd., Chittavalsah, Visakhapat- nam having their Office at 3 Netaji Subhas Road, Calcutta-1	Jute sackings	IS: 1943-1964 Specification A-twill jute bags (revised) IS: 2566-1965 Specification B-twill jute bags (revised) IS: 2874-1964 Specification heavy cee jute bags, IS: 2875-1964 Specification jute corn sacks.	for for state of the state of t
118	CM/L-975 30-11-1964	16-12-66	15-12-67	M/s Hindustan Chains Pvt. Ltd., G.T. Road, P.O. Pasaunda, Ghaziabad (U.P.)		IS: 21-1959 Specification wrought aluminium and a minium alloys for uten (second revision)	for du-

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119	CM/L-977 30-11-1964	16-12-66	15-6-67	M/s Industrial Research Corporation, 2/70 East Mada Street, Thiruvanniyur, Madras-41.	pen ink (0.1 percent iron con-	IS: 220-1959 Specification for Ferro-gallo-tannate fountain pen ink.
120	CM/L-979 21-12-1964	1-1-67	31-12-67	M/s Periyar Metal Products. Industrial Estate Ettumancor, Kottayam (Kerala State).	Wrought alt m.r.a.m. vici sile. grade SIC.	15: 21-1959 Specification for wrought aluminium and alu- minium alloys for utensils (second revision).
121	CM/L-980 21-12-1964	1-1-67	31-12-67	The Indian Cable Co. Ltd., Golmuri, Tatanagar having their Regd. Office at 9 Hare Street. Calcutta-1.	PVC insulated (heavy duty) electric cables for working voltages up to and including 1100 volts (with aluminium and copper conductors).	IS: 1554 (Part-I)—1964 Specifi- tion for PVC insulated (beavy duty) electric cables for working voltages up to and including 1100 volts (revised).
122	CM/L-981 21-12-1964	1-1-67	31-12-67	M/s Industrial Chemicals Limited, Sankarnagar, Talaiyulliar R.S. Tirunel veli Distt. having their Regd. officeat 175/1 Mount Road, Madras-2.	Calcium carbide, technical, quality A.	IS: 1040-1960 Specification for calcium carbide, Technical (revised).
123	CM/L-1118 28-7-1965	16- 8-6 6	15-8-67	M/s Malawa Ram Handa & Sons, G. T. Road, Phagwara, Distt. Kapurthala (Punjab).	Structural Steel (Standard quality) tested steel sections of the following sizes only: Rods & Sayares 6 mm to 40 mm (1/4" to 7 5/8") Flats-width 12.5 mm to 100 mm (1/2" to 4") Thickness 1.5 mm × 25 mm (1/16" × 1") Angles-25 mm ×25 mm ×3mm (1"×1"×1/8") to 50 mm × 50mm × 6 mm (2"×2×1/4") Gatechannels hexagonal bars up	IS: 226-1962 Specification for Structural steel (standard quality)(Third Revision).

134	CM/L-1119 28-7-1965	16-8-66	15-8-67	M/s. Malawa Ram Handa & Sons, G. T. Road, Phagwara, Distt. Kapurthala (Punjab).	Structural Steel (ordinary quality) tested steel sections of the following sizes only: Rods & squares 6 mm to 40 mm (½" to 1½") Flats-width 12.5 mm to 100mm (½" to 4") Thickness 1.5mm x 25mm (1/16" x 1") Angles 25 mm x 25 mm x 3mm (1" x 1"x½") to 50 mm x 50 mm x 6mm (2" x 2" x½") Gate channels hexagonal bars up to 25mm (1").	IS: 1977-1962 Specification for structural steel (ordinary quality).	Sac. 8(th)] THE GAZETTE
125	CM/L-1162 4-11-1965	1-1-67	31-12-67	M/s. Prem Cables Private Ltd., P.O. Pipalia-Kalan, Rajasthan.	Hard-drawn stranded aluminium and steel-cored aluminium conductors for overhead power transmission purposes.	IS: 398-1961 Specification for Hard-drawn strande aluminium and steel-cored aluminium conductors for overhead power transmission purposes (revised).	Q
126	CM/L-1168 3-12-1965	1-1-67		M/s. Prem Conductors Pvt. Ltd., Station Road, Vatva (Gujarat).	Hard-drawn stranded aluminium and steel-cored aluminium con- ductors for overhead power transmission purposes.	IS: 398-1961 Specification for Hard-drawn stranded aluminium and steel-cored aluminium conductors for overhead power transmission purposes (revised).	INDÍA : FEBRUARY 4
127	CM/L-1170 6-12-1965	16-12-66	15-12-67	M/s. Asmopal Engineering Com- pany, C 16-17 Shri Ram In- dustrial Estate, Katrak Road, Wadala, Bombay-31.	Small AC and universal electric motors with class Ainsulation, three-phase up to 1 hp only.	IS: 996-1959 Specification fo small AC and universal electr motors with class A insulation.	4, 1967/MAGHA
128	CM/L-1171 6-12-1965	1-1- 67	31-12-67	M/s. Power Cables Pvt. Ltd., Vithalwadi, Kaiyan.	Steel wire for the core of steel- cored aluminium conductors for overhead power transmis- sion purposes.	IS: 398-1961 Specification for Hard-drawn stranded aluminium and steel-cored aluminium conductors for overhead power transmission purposes (revised).	GHA 15, 1888
129	CM/L-1172 6-12-1965	1-1-67	30-6-67	The Premier Lighting Industries P. Ltd., Dr. A. Nair Road, Bombay-11.	Ballasts for Fluorescent lamps (for switch start circuits).		325

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S: 1551-1959 Specification for carbon paper for type writers.	THE GAZETTE ÖF
(S: 1392-1959 Specification for glass milk bottles.	
: 1536-1960 Specification for centrifugally cast (spun) iron pressure pipes for water, gas and sewage.	PEBRUARY 4
S: 398-1961 Specification for Hard-drawn stranded aluminium & steel-cored aluminium conductors for overhead power ransmission purposes (revised).	INDIA: FEBRUARY 4, 1967/MAGHA 15,
1554 (Part I)-1964 Specifi- ation for PVC insulated (heavy uty) electric cables for work- ng voltages uptoincluding 1100 volts (revised)	, 1886 (FAN
IS: 632-1958 Specification for BHC emulsifiable concentra 3	11 11

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130	CM/L-1173 7-12-1965	16-12-66	15-6-67	The Bharat Carbon & Ribbon Mfg. Co. Ltd, 543, Basantalal Saha Road, P. O. New Alipore, Calcutte-53 having their Office at N-75 Bombay, Life Bldg, Connaught Circus, New Delhi-	Carbon paper for typewriters Types 1 and 3	IS: 1551-1959 Specification for carbon paper for type writers.
131	CM/L-1174 7-12-1965	16-12-66	15-12-67	M/s Krishna Silicate & Glass Works Ltd., Baruipur, P.O. Ba- ruipur, Distt. 24 Pargana having their Office at 17, Radha Bazar Street, Calcutta-1.		IS: 1392-1959 Specification for glass milk bottles.
132	CM/L-1176 9-12-1965	1-1-67	31-12-67	M/s Kesoram Spun Pipes & Foundaries (Prop. M/s. Kesoram Industries & Cotton Mills Ltd.,) Bansberia, Hooghly (W. Bengal) having their Office at P-46A, Radha Bazar Lane, Calcutta-1.	Centrifugally cast (spun) Iron pressure pipes (size 80 mm to 300 mm) Class LA	IS: 1536-1960 Specification for centrifugally cast (spun) iron pressure pipes for water, gas and sewage.
133	CM/L-1178 12-12-1965	1-1-67	31-12-67		Hard-drawn stranded aluminium conductors for overhead power transmission purposes	IS: 398-1961 Specification for Hard-drawn stranded aluminium & steel-cored aluminium conductors for overhead power transmission purposes (revised).
134	CM/L-1182 15-12-1965	16-12-66	15-12-67	M/s Fort Gloster Industries Ltd., Bauria, S. E. Rly., having their Office at '14, Netaji Subhas Road, Calcutta-1.	PVG insulated (heavy duty) elec- tric cables for working voltage upto and including 1100 volts	IS: 1554 (Part I)-1964 Specifi- cation for PVC insulated (heavy duty) electric cables for work- ing voltages uptoincluding 1100 volts (revised)
135	CM/L-1183 16-12-1965	16-12 -6 6	15-12-67	M/s Pesticides India, Udaisagar Road, Udaipur.	BHC emulsifiable concentrates	IS: 632-1958 Specification for BHC emulsifiable concentra

31-12-67 M/s Indo Engineering (Kots) Pri-1-1-67 vate Ltd., Industrial Estate, Kota (Rajasthan).

Hard-drawn stranded aluminium IS: 398-1961 Specification for conductors for overhead power hard-drawn stranded aluminitransmission purposes, um and steel-cored aluminium conductors for overhead power transmission purposes (revised)

[No. MD/33:16/A.]

S. K. SEN, Deputy Director General.

